

Request for Proposal

Reference No.: RFP UKR/2017-001

To develop the Public Service Announcements (PSAs) and posters on gender-based violence; and broadcast the PSAs on national and local TV channels to outreach the audience in Donetsk, Luhansk and Zhytomyr regions.

20 March 2017

Dear Sir/Madam,

Subject: Request for Proposal (RFP) UKR/2017-001 *to develop the Public Service Announcement (PSAs) and posters on gender-based violence; and broadcast the PSAs on national and local TV channels to outreach the audience in Donetsk, Luhansk and Zhytomyr regions.*

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) plans to *procure services for development of the Public Service Announcement (PSAs) and posters on gender-based violence; and broadcast the PSAs on national and local TV channels to outreach the audience in Donetsk, Luhansk and Zhytomyr oblasts* 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:
 - a. This letter (and the included Proposal Instruction Sheet (PIS))
 - b. Instructions to Proposers (Annex 1) available from this link:
<http://www.unwomen.org/~media/commoncontent/procurement/rfp-instructions-en.pdf>
 - c. Terms of Reference (TOR) (Annex 2)
 - d. Evaluation Methodology and Criteria (Annex 3)
 - e. Format of Technical Proposal (Annex 4)
 - f. Format of Financial Proposal (Annex 5)
 - g. Proposal Submission Form (Annex 6)
 - h. Voluntary Agreement for to Promote Gender Equality and Women's Empowerment (Annex 7)
 - i. Proposed Model Form of Contract (Annex 8)
 - j. General Conditions of Contract (Annex 9)
 - k. Joint Venture/Consortium/Association Information Form (Annex 10)
 - l. Submission Checklist (Annex 11)
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-1 –see above link).

PROPOSAL INSTRUCTION SHEET (PIS)

Detailed Instruction governing below listed summary of the “instructions to proposers” are available in the Annex 1 (“Instruction to Proposers”) accessible from this link:

<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	<p>Date and Time: Wednesday 05 April 2017 12:00 AM (EET)</p> <p>[for local time reference, see www.greenwichmeantime.com]</p> <p>City and Country: <i>Kyiv, Ukraine</i></p> <p>This is an absolute deadline. Any proposal received after this date and time will be disqualified.</p>
4.1	Manner of Submission	<p><input checked="" type="checkbox"/> Electronic submission of Proposal</p>
4.1	Address for Proposal Submission	<p><input checked="" type="checkbox"/> Electronic submission of Proposal:</p> <p>procurement.ukraine@unwomen.org</p> <p>In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UN Women after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.</p> <p><u>NB. The Offeror shall create 2 archive files (*.zip format only!): one should include technical proposal, another one should include financial proposal and be encrypted with password. Both files should be attached to the email letter.</u></p> <p>During evaluation process only technically compliant companies will be officially asked by UN Women procurement unit via email to provide password to archive with financial proposal. Please do not</p>

		<p>include the password either to email letter or technical proposal and disclose before official request.</p> <p>Messages should not exceed 5 MB in size. Offers larger than 5 MB should be split into several messages and each message subject should indicate “part x of y” besides the marking mentioned in the announcement and the solicitation documents. Messages larger than 5 Mb will not be delivered.</p> <p>All electronic submissions are confirmed by an automatic reply.</p> <p>The Offeror shall mark the email letter/s:</p> <p><u>Subject of the message should include: “RFP UKR/2017-001” and “To develop the Public Service Announcement (PSAs) and posters on gender-based violence; and broadcast the PSAs on national and local TV channels to outreach the audience in Donetsk, Luhansk and Zhytomyr regions.”</u></p> <p>Body of the message should include: Name of the offeror</p> <p>Archive files should be marked as: Technical proposal and Financial proposal</p> <p>Note: if the email letters or archive files are not 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.</p>
3.1	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input checked="" type="checkbox"/> Other (pls. specify) Russian
3.4.2	Proposal Currencies	Preferred Currency: <input checked="" type="checkbox"/> USD
3.5	Proposal Validity Period commencing after the deadline for submission of proposals (see 4.2 above)	90 days
2.4	Clarifications of solicitation documents	<p>Requests for clarification shall be submitted <input type="text" value="7"/> days before the deadline for submission of proposal.</p> <p>UN Women shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UN</p>

		Women to extend the deadline date, unless UN Women deems that such an extension is justified and necessary.
	Contact address for requesting clarifications on the solicitation documents	<p>Requests for clarification should be addressed to the e-mail address: unwomen.ukraine@unwomen.org</p> <p>Clarification emails should include a subject header in the following format:</p> <p>“UN Women RFP Reference # UKR/2017-001, Request for Clarification, Company/Contractor Name”</p> <p>Proposers must not communicate with any other personnel of UN Women regarding this RFP.</p> <p><u>The e-mail address above is for clarifications ONLY.</u></p> <p><u>IMPORTANT: Do not send or copy the e-mail address above while submitting a proposal. Doing so will disqualify your proposal.</u></p>
2.5	Pre-Proposal/Bid Meeting	<input checked="" type="checkbox"/> Not applicable
3.9	<u>Proposal Security</u>	<input checked="" type="checkbox"/> Not Required <p>Proposal 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 bidder at any stage.</p>
7.4	<u>Performance Security</u>	<input checked="" type="checkbox"/> Not Required <p>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.</p>
3.2	Waiver & Release of Indemnity (If there is a site visit/inspection)	<input checked="" type="checkbox"/> Not Required <p>No site inspections/visits are necessary and therefore a waiver/release of indemnity is not required.</p>

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,

Anastasia Divinskaya,

UN Women Gender Advisor/Head of Office in Ukraine

TERMS OF REFERENCE (TOR)

I. Background

The GBV remains widespread in Ukraine. Back in 2014, assessment showed¹ that 19 % of women aged 15-49 have experienced some type of physical violence, an increase from a 2007 Demographic and Health Survey (DHS), which put the figure at 17 %. Meanwhile, 7.9 % of women described being subjected to sexual violence after age 15 (compared to 5.4 % in 2007) by a husband or an intimate partner. Among divorced or separated women, alarming rates of physical and sexual violence were reported, with 46 % of respondents having been violated at least once since the age of 15. In addition to volatile security on the ground the conflict has exacerbated the situation regarding GBV and conflict related sexual violence. While GBV may under rise, it is remained unreported. Due to the insufficient rule of law in conflict-affected areas, lack of capacity of law enforcement to deal with cases of violence, biased attitudes towards survivors and limited services, survivors rarely appeal for help. Recently conducted UN Women's survey on attitudes towards violence in conflict-affected regions revealed that 45% of the respondents don't trust police, which is one of the reasons for not reporting. Patriarchal attitudes and stereotypes are deeply rooted. Survivors face stigmatized "victim-blaming" attitudes from society. Prevailed discriminatory attitudes and behaviors perpetuate gender stereotypes and inequalities that needs to be addressed and collectively deliver results throughout the UN joint programmes focusing on gender equality like current one.

In June 2016 UN Women and UNDP launched the Joint Programme (JP) on "Restoration of Governance and Reconciliation in crisis-affected communities in Ukraine", funded by the European Union. The primary objectives of the programme are: (1) to improve regional and local government capacity in gender-sensitive recovery planning and service delivery; (2) to enhance community security for women and men in conflict-affected areas; (3) to restore social cohesion and promote trust between local authorities and communities and (4) to enhance the capacity of gender equality advocates and women affected by conflict through community/social mobilization to demand accountability and transparency in local decision-making processes. The project has been implementing in two target regions of Donetsk and Luhansk oblasts of eastern Ukraine (Government-controlled Areas) from June 2016 till November 2017. Among other priorities, the project is working with the objective to improve community security and social cohesion by responding to an increased risk of Gender-Based Violence (GBV) in local communities.

To contribute to the change of attitudes towards gender-based violence and violence against women in Donetsk and Luhansk oblasts of eastern Ukraine, UN Women in partnership with UNDP will launch awareness raising campaign on preventing and combating the GBV in line with EU approved JP communication and visibility plan. Additionally UNDP implements the Rule of Law and Community Justice for Conflict-affected areas of Ukraine project covering also the Zhytomyr oblast, particularly the

¹ "The prevalence of violence against women and girls", UNFPA, 2014.

airing/broadcasting of the PSAs will be also implemented in this oblast and will be supported and funded only by UNDP.

With this purpose UN Women and UNDP seek to hire a national Media Organization/Company experienced in socially oriented production and advertisements to: 1) develop communication products on gender-based violence, including video materials/Public Service Announcement (PSA), printing (posters) materials (supported and funded by UN Women); and 2) broadcast the PSAs on national and local TV channels to outreach the target audience in Donetsk, Luhansk and Zhytomyr oblasts (supported and funded by UNDP). The final selection of the relevant national Media Organization/Company will be done together by UN Women and UNDP.

II. **Scope of Work/Duties and Responsibilities**

The Contractor is expected to implement an awareness raising campaign through producing the video/PSAs, printed (posters) materials and airing PSAs on national and local TV channels as a part of the joint programme's communications and visibility plan approved by EU. Producing the communication products will help to:

- 1) Sensitize the communities on severity and unacceptability of GBV through innovative and creative videos and printing materials such as Public Service Announcement, and posters.
- 2) Contribute to the change of attitudes towards gender-based violence and violence against women in Donetsk, Luhansk and Zhytomyr oblasts of Ukraine.

Target groups:

- Women/men, residents of these regions, internally displaced women and men who are socially active;
- Women and men who are survivors of violence;
- Demobilized ATO participants (soldiers) and their families;
- Young boys and girls in hromadas (communities);
- Law-enforcement (police and military), representatives of organizations/institutions, state services, leaders of local civic unions;
- Regional service providers (social services);
- Regional and local self-government in Oblasts and hromadas.

Under overall guidance of a UN Women Programme Specialist and UNDP Programme Manager, and under the direct supervision of UN Women and UNDP Communications Specialists/Consultants, the selected Company will implement the following set of tasks:

TASK 1. Design and produce awareness campaign materials.

Deliverable 1.1 Produce two versions of coloured posters on GBV, communicating the prevention and response messages in consultation with the experts for message and concept development. The posters should be submitted in a format ready for printing.

1. A poster design to include logo and slogan – Ukrainian/English.
2. Dimension: 50x70 cm.
3. Paper: 200g. matt.
4. Colour: 4 colours.

Deliverable 1.2. Develop the scripts and work plan indicating the timeframe to produce two public service announcements each maximum 30-60 seconds for target communities. The content of the scripts should be discussed and reviewed with the gender experts on Focus Group discussion and incorporate the recommendations on content/messages for improving the product (experts' participation will be supported by UN Women).

Deliverable 1.3. Produce two videos/public service announcements on gender-based violence with a duration of maximum 30-60 seconds each for national and local TV channels.

1. Two videos are expected maximum 30-60 seconds long.
2. The scenario will be written by the Company and will be approved by UN Women and UNDP.
3. High image quality, a meticulous editing, a coherent text, graphic and mixing will be used in video.
4. Meticulous editing will be performed to incorporate all corrections made by UN Women and UNDP.
5. The video will be narrated (in Ukrainian with English subtitles) and include music.
6. The standard used for the video shall be in High Definition (HD) or High Definition Video (HDV) format.
7. The master copies of video should be submitted in WMV 9 format.
8. 2 master DVD CAMs and 10 DVDs will be delivered both for UN Women and UNDP.
9. The video will be produced in Ukrainian. English subtitles will be included. One master copy of videos should be in Ukrainian and the other with English subtitles.
10. The final versions of the videos will be approved by UN Women and UNDP.

TASK 2. Air the produced two videos/PSA on national and local (Donetsk, Luhansk, Zhytomyr regional) TV channels.

Deliverable 2.1. Develop the plan including estimation on reach and frequency of PSAs for airing the videos/PSAs on national and local TV channels and successfully air the produced two videos/PSA on national and local (Donetsk, Luhansk, Zhytomyr regional) TV channels at least once a day for at least three months, between July-November 2017. Also the company has to advise on which broadcast period is relevant for the target audience e.g. morning broadcast, evening news broadcast etc.

Deliverable 2.2. Submit the final report in English on the frequency, reach and duration period of airing.

The selected Company is expected to strictly adhere to the UN Women /UNDP and EU branding guidelines (use of logo, disclaimer, copyright etc).

III. Tasks, deliverables and deadlines:

Tasks	Deliverables	Deadline
TASK 1. Design and produce awareness campaign materials.	1.1. Produce two versions of colour posters on GBV, communicating the prevention and response messages in a format ready for printing.	1 May 2017
	1.2. Develop the final scripts and work plan (describing the timeline of production) for production of two public service announcements each maximum 30 up to 60 seconds at the maximum for the target communities.	15 May 2017
	1.3. Produce two videos/public service announcements on gender-based violence with a duration of maximum 30 up to 60 seconds each for national and local TV channels.	10 July 2017
TASK 2. Air the produced two videos/PSA on national and local (Donetsk, Luhansk, Zhytomyr channels.	2.1. Develop the plan for airing the videos/public service announcements on national and local TV channels and air the produced two videos/PSA on national and local (Donetsk, Luhansk, Zhytomyr regional) TV channels at least once a day for the period of three months between July-November 2017.	From July till 10 November 2017
	2.2. Submit the final report in English on the frequency, reach and duration period of airing	20 November 2017

IV. Inputs

- UN Women and UNDP will provide the Contractor with **key messages** for the posters and videos/public service announcements and background materials, including the GBV guidelines for media; project related materials; GBV perception survey report, Joint Programme communication and visibility plan, UN Women/UNDP and EU branding guidelines.
- UN Women and UNDP will share with the Contractor the list of identified target 20 hromadas.
- UN Women and UNDP will provide the Contractor relevant technical support and advice during the development of the products.
- UN Women will support the contractor to organize the gender experts' focus group discussion to discuss and review the content of the final scripts for PSAs.
- UN Women and UNDP will guide the contractor on visibility of the programme and of the donors.

V. Warranties, Consent and Intellectual Property

- a) The Contractor represents and warrants that it has not, and undertakes that it shall not, infringe any third party intellectual property rights in performing any activities pursuant to the Contract. The Contractor represents and warrants that that he/she shall perform the activities pursuant to the UN Women Video Policy and Guidelines including obtaining written consent when required,

including from survivors of violence and from the legal guardian/s of children under 18 years of age.²

- b) The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UN Women, its officials, employees, Contractors, agents or other representatives from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses arising out the Contractor's violations of the representations and warranties above.
- c) The indemnity set forth, above, shall not apply to:
 - a. A claim of infringement resulting from the Contractor's compliance with specific written instructions by UN Women directing a change in the specifications for the Deliverables or directing a manner of performance of the Contract not normally used by the Contractor; or
 - b. A claim of infringement resulting from additions to or changes in any Deliverables furnished under the Contract if UN Women or another party acting under the direction of UN Women made the changes.
- d) UN Women shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UN Women or any matter relating thereto, for which only UN Women itself is authorized to assert and maintain. UN Women shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.
- e) In the event the use by UN Women of any Deliverables provided to UN Women by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:
 - a. procure for UN Women the unrestricted right to continue using such Deliverables provided to UN Women;
 - b. replace or modify the Deliverables provided to UN Women, or part thereof, with the equivalent or better product, or part thereof, that is non-infringing; or,
 - c. refund to UN Women the full price paid by UN Women for the right to have or use such Deliverables, or part thereof.
- f) UN Women confirms that the whole of the copyright present, future or contingent whatsoever and all other right, title and interest in and to the Deliverables shall be vested in the Contractor throughout the world in accordance with all applicable copyright laws. The Contractor further acknowledges and agrees that UN Women shall have the unconditional non-exclusive and perpetual right to make use of the Deliverables including but not limited to the entire take of all video footage from the Assignment in such manner as UN Women shall in its sole discretion think fit including without limitation the right to include the Deliverables on its own website and/or in

² For a model UN Women consent form, see Annex 1 of the UN Women Photo Policy and Guidelines.

any other public relations materials used to promote UN Women. UN Women may re-edit the Deliverables or any part thereof as convenient for its own exploitation of the Deliverables in any medium. UN Women may provide the Deliverables to other UN agencies and the media at no cost and may apply a Creative Commons Attribution-Non Commercial-NoDeriv 2.0 Generic license to the Deliverables.

VI. REQUIREMENTS

Key competencies, technical background and experience required:

- Officially registered legal entity as per Ukraine's regulations;
- At least 5 years of experience in communications and advertising sector, including in producing public service announcements or commercial advertisement;
- Demonstrable capacity to produce high quality multimedia products (provide at least 3 links to similar videos, produced by the bidder);
- Proven record of previous broadcast PSAs on national and local TV channels;
- Previous experience working with international organizations in communication & advertising;
- Possesses technical and human resources for successful implementation of the assignment:
 - The company is expected to assign a special team dedicated for the assignments; and
 - The team shall compose of a task manager/producer and a senior expert/director.

Requirements to Task Manager / Producer:

- Education: Degree in PR, media management, marketing or related field;
- Knowledge of the context: Understanding of the political, economic and social situation in Ukraine with particular focus on gender issues;
- Work Experience: At least 3 years of experience in the oversight of the production of public service announcements or commercial advertisement;
- Language Qualifications: Ukrainian. Knowledge of English will be considered an asset.

Requirements to Senior Expert/Director:

- Education: Degree in performing arts or related field;
- Knowledge of the context: Understanding of the political, economic and social situation in Ukraine with particular focus on gender issues;
- Work Experience: At least 3 years of experience in the oversight of the production of public service announcements or commercial advertisement;
- At least 3 years of experience in working with multi-stakeholders – governments, civil society, CSOs and UN/multilateral/bilateral organizations;
- Language Qualifications: Ukrainian; Knowledge of English will be considered an asset.

ANNEX 3

EVALUATION METHODOLOGY AND CRITERIA

1. Preliminary Evaluation

The preliminary evaluation is done to determine whether the offers meet the administrative requirements of the RFP. The proposals are checked for compliance of the following requirements.

- Submitting companies are not included among United Nations suspended companies;
- Offers are signed by an authorized party, including Power of Attorney if stipulated;
- The offer is submitted as per the instructions to proposers ref: 4.1 and detailed in the PIS above;
- The offer is valid;
- The offer is complete and eligible;
- Offers include requested company documentation, including documentation regarding the company's legal status and registration; and
- Offers shall comply with general administrative requirements.

2. Cumulative Analysis Methodology: A proposal is selected on the basis of *cumulative analysis*; the total score is obtained by combining technical and financial attributes.

A two-stage procedure will be utilized in evaluating the proposals; the technical proposal will be evaluated with a minimum pass requirement of 70% of the obtainable 100 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 100 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 100 points and are determined to be compliant. Non-compliant proposals will not be eligible for further consideration.

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

Technical proposal: 70 points

Financial proposal: 30 points

Total number of points: 100 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 100 points):

1.0 Expertise and Capability of Proposer		Points obtainable
Expertise of organization submitting proposal		
1.1	General Organizational Capability (which is likely to affect performance i.e. size of the organization, strength of management support)	10
1.2	Relevance of: - Specialized Knowledge in multimedia communication, PR, digital production - Experience on developing the similar communications products. (provide at least 3 links to similar videos, produced by the bidder)	20
1.3	Experience of working with international and donor organizations.	5
TOTAL		35

2.0 Proposed Work Plan and Approach		Points obtainable
Proposed methodology		
2.1	Efficient and realistic work plan corresponding to the needs/specifics and tasks stipulated in the ToR (sequence of activities is realistic and will ensure effective implementation of the work plan in compliance with the ToR time frame)	15
2.2	Written scripts of proposed 2 video/PSA, describing the aim, scene, main communication messages, target audience etc.	20
	TOTAL	35
3.0 Resource Plan, Key Personnel		Points obtainable
Qualification and competencies of proposed personnel		
3.1	Composition of the team proposed to perform the tasks (including supervisory) Curriculum vitae of the proposed team that will be involved either full or part time	30
3.2	Requirements to Task Manager / Producer:	15
3.3.	Education: Degree in PR, media management, marketing or related field;	2
3.4	Knowledge of the context: Understanding of the political, economic and social situation in Ukraine with particular focus on gender issues;	5
3.5	Work Experience: At least 3 years of experience in the oversight of the production of public service announcements or commercial advertisement;	5
3.6	Language Qualifications: Ukrainian. Knowledge of English will be considered an asset.	3
3.7	Requirements to Senior Expert/Director:	15
3.8	Education: Degree in performing arts or related field;	2
3.9	Knowledge of the context: Understanding of the political, economic and social situation in Ukraine with particular focus on gender issues;	3
3.10	Work Experience: At least 3 years of experience in the oversight of the production of public service announcements or commercial advertisement;	4
3.11	At least 3 years of experience in working with multi-stakeholders – governments, civil society, CSOs and UN/multilateral/bilateral organizations;	4
3.12	Language Qualifications: Ukrainian; Knowledge of English will be considered an asset.	2
	[70%] of [100] pts = [70] pts needed to pass technical	100

A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of 70% of the obtainable score of 100 points for the technical proposal.

ANNEX 4

FORMAT OF TECHNICAL PROPOSAL

Technical Proposals not submitted in this format may be rejected.

Financial Proposals must be submitted in a separate envelope or attached in a separate e-mail to a different e-mail address where electronic submission is required.

Proposer is requested to include a one 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:	
E-mail:	

Section 1.0: Expertise and Capability of Proposer

1.1 Organizational Architecture and General Organizational Capability

- 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.
- 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

- 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.

1.6 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 Projects in social responsibility issues or programmes.
- Describe the experience of the organization performing similar goods/services/works. Experience with UN agencies/international organizations and brands /major multilateral/ or bilateral programmes and political institutions is highly desirable.
- Please list and provide links to your former relevant works.
- 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 Detail (Name, Phone Email)
1-					
2-					
3-					

Section 2.0: 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.
- Provide and describe methods for how the organization will achieve each Deliverable under TASKs.
- Explain the organization's understanding of UN Women's needs for the goods/services/works.
- 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
- Develop a detailed implementation plan with a clear timeframe, milestones and responsibilities

Section 3.0: 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 Profile on Gender Equality

- Proposer is strongly encouraged to include information regarding the percentage of women: (1) employed in the Proposer's organization, (2) in executive and senior positions, and (3) shareholders. While this will *not* be a factor of evaluation, UN Women is collecting this data for statistical purposes in support of its mandate to promote gender equality and women's empowerment.
- Proposers are also invited to: (1) become a signatory to the Women Empowerment Principles (if more than 10 employees) <http://weprinciples.org/Site/PrincipleOverview> ; or (2) sign the Voluntary Agreement to Promote Gender Equality and Women's Empowerment (if less than 10 employees). Good practices of gender-responsive companies can be found here: <http://weprinciples.org/Site/CompaniesLeadingTheWay/>

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 5

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 for each deliverable.
- b. Summary of total cost for the services proposed.

ii. **Schedule of payments:**

UN Women will pay the services in two installments milestones of which are stated in the table below:

<u>1st installment</u>	<u>Upon successful delivery of Deliverables:</u> 1.1. Produce the colour two versions of posters on GBV, communicating the prevention and response messages in a format ready for printing. 1.2. Develop the scripts and work plan to produce two public service announcements each maximum 30-60 seconds for target communities. 1.3. Produce two videos/public service announcements on gender-based violence with a duration of maximum 30-60 seconds each for national and local TV channels.
<u>2nd installment</u>	<u>Upon successful delivery of Deliverables:</u> 2.1. Develop the plan for airing the videos/public service announcements on national and local TV channels and air the produced two videos/PSA on national and local (Donetsk, Luhansk, Zhytomyr regional) TV channels at least once a day for the period of July-November 2017. 2.2. Submit the final report in English on the frequency and duration period of airing.

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

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

A. Cost Breakdown per Deliverables

	Deliverables	Percentage of Total Price	Price (Lump Sum, All Inclusive)	Delivery time/time period (if applicable)
1	TASK 1 1.1. Produce the colored two versions of posters on GBV, communicating the prevention			

	<p>and response messages in a format ready for printing.</p> <p>1.2. Develop the final scripts and work plan to produce two public service announcements each maximum 30-60 seconds for target communities.</p> <p>1.3. Produce two videos/public service announcements on gender-based violence with a duration of maximum 30-60 seconds each for national and local TV channels.</p>			
2	<p>TASK 2</p> <p>2.1. Develop the plan for airing the videos/public service announcements on national and local TV channels and air the produced two videos/PSA on national and local (Donetsk, Luhansk, Zhytomyr regional) TV channels.</p> <p>2.2. Submit the final report in English on the frequency, reach and duration period of airing.</p>			
	Total	100%	USD	

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: _____

Email: _____

ANNEX 6

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 UKRAINE*
Office 213, 20, Esplanadna street,
Kyiv, 01023, Ukraine

Date: *[insert date of Proposal Submission]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Proposal Solicitation Documents;
We offer to supply in conformity with the Proposal Solicitation Documents the following services: *to develop the Public Service Announcement (PSAs) and posters on gender-based violence; and broadcast the PSAs on national and local TV channels to outreach the audience in Donetsk, Luhansk and Zhytomyr regions and undertake, if our proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.*
- (b) We ensure any due diligence regarding the legal review and ability to be compliant to all contract terms and conditions has been undertaken prior to the submission of our offer. Submission of this offer is confirmation of accepting a UN Women contract included herein.
- (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 90 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 this 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]

ANNEX 7

VOLUNTARY AGREEMENT

Voluntary Agreement to Promote Gender Equality and Women's Empowerment

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 & principles of gender equality and women's empowerment;
- ☐ Provide information and statistical data (that relates to policies and initiatives that promote gender equality and women empowerment), upon request;
- ☐ Participate in dialogue with UN Women to promote gender equality and women's empowerment in their location, industry and organization;
- ☐ Establish high-level corporate leadership for gender equality;
- ☐ Treat women and men fairly at work and respect and support human rights and nondiscrimination;
- ☐ Ensure health, safety and wellbeing of all women and men workers;
- ☐ Promote education, training and professional development for women;
- ☐ Implement enterprise development, supply chain and marketing practices that empower women;
- ☐ Promote equality through community initiatives and advocacy;
- ☐ Measure and publicly report on progress to achieve gender equality.

On behalf of the contractor:

Name : _____, Title : _____

Address : _____

Signature : _____

Date: _____

PROPOSED MODEL FORM OF CONTRACT

CONTRACT – INSTITUTIONAL OR PROFESSIONAL SERVICES

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”)

1.2 The Contract Documents are complementary of one another but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply:

- 1.2.1 First, this document;
- 1.2.2 Second, Annex A;
- 1.2.3 Third, Annex B;

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

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

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

Article 2

Effective Date and Term

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

2.2 This Contract shall remain in effect for a period of [Insert time period] from the Effective Date, unless earlier terminated in accordance with the terms of this Contract. 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.³

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;

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:

Tasks	Deliverables	Deadline
TASK 1. Design and produce awareness campaign materials.	1.3. Produce the colored two versions of posters on GBV, communicating the prevention and response messages in a format ready for printing.	1 May 2017
	1.4. Develop the final scripts and work plan (describing the timeline of production) to produce two public service announcements each maximum 30-60 seconds for target communities.	15 May 2017
	1.3. Produce two videos/public service announcements on gender-based violence with a duration of maximum 30-60 seconds each for national and local TV channels.	10 July 2017
TASK 2. Air the produced two videos/PSA on national and local (Donetsk,	2.1. Develop the plan for airing the videos/public service announcements on national and local TV channels and air the produced two videos/PSA on national and local (Donetsk, Luhansk, Zhytomyr regional) TV channels.	From July till 10 November 2017
	2.2. Submit the final report on the frequency and duration period of airing.	20 November 2017

Luhansk, Zhytomyr) TV channels.		
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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 10 (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

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 10 (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 <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>. 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 9A (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.”

Article 5

Contract Price

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>
<p>Upon successful delivery of Deliverables:</p> <p>1.1. Produce the sensitization colored two versions of posters on GBV, communicating the prevention and response messages in a format ready for printing.</p> <p>1.2. Develop the final scripts and work plan to produce two public service announcements each maximum 30-60 seconds for target communities.</p> <p>1.3. Produce two videos/public service announcements on gender-based violence with a duration of maximum 30-60 seconds each for national and local TV channels.</p>		
<p>Upon successful delivery of Deliverables:</p> <p>2.1. Develop the plan for airing the videos/public service announcements on national and local TV channels.</p> <p>2.2. Air the produced two videos/PSA on national and local (Donetsk, Luhansk, Zhytomyr) TV channels.</p> <p>2.3. Submit the final report in English on the frequency and duration period of airing.</p>		

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:

UN Women Ukraine
Office 213, Esplanadna street,
Kyiv, 01023, Ukraine

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:

Name of Bank:
Bank Address:
Bank ID:
Account No:
Title/name:
Currency of Payment:
Currency of Bank Account:
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 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]

By: _____

Name: _____

Title: _____

Date: _____

FOR UN WOMEN

By: _____

Name: _____

Title: _____

Date: _____

ANNEX 9

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contracts can be accessed by the proposer by clicking on the below link.

- For Services, available from this link:
<http://www.unwomen.org/~media/CommonContent/Procurement/UNwomen-GeneralConditionsOfContract-Services-en.pdf>

ANNEX 10

JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

(to be completed and returned with your technical proposal)

JV / Consortium/ Association Information	
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)	<i>[insert name, address, telephone/fax or cell number, and the e-mail address]</i>
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 Bidders)}</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/authorized representative and contact information	
Name of partner: _____ Address : _____ Phone Number(s) : _____ Email Address(es) : _____	Name of partner: _____ Address : _____ Phone Number(s) : _____ Email Address(es) : _____
Name of partner: _____ Address : _____ Phone Number(s) : _____ Email Address(es) : _____	Name of partner: _____ Address : _____ Phone Number(s) : _____ Email Address(es) : _____

<p>Consortium/Association Agreement</p>	<p>Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with Clause 3 (<i>Eligible Bidders</i>).</p> <p><input type="checkbox"/> JV Agreement, or letter of intent to enter into such an Agreement, signed by the legally authorized signatories of all the parties</p>
------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Signatures of all partners/authorized representatives:

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: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

ANNEX 11

SUBMISSION CHECKLIST

For email submissions:

Technical Proposal PDF sent to the technical e-mail address specified in the Invitation Letter includes:	
• Technical Proposal	
• Proposal Submission form	
• Joint Venture Form (if a joint venture)	
• Voluntary Agreement to Promote GE & WE (Voluntary)	
Financial Proposal PDF sent to the financial e-mail address specified in the Invitation Letter includes:	
• Financial Proposal	

Please check-off to confirm the below:	
MODEL FORM OF CONTRACT HAS BEEN READ AND UNDERSTOOD	
THE GENERAL CONDITIONS OF THE CONTRACT HAVE BEEN READ, UNDERSTOOD, DULY REVIEWED BY A LEGAL ENTITY FOR MY ORGANIZATION'S ABILITY TO COMPLY AND ACCEPT ALL TERMS.	