

Request for Proposal

Reference No.: *RFP/UNW/BIH/002/2017*

Analysis of costing of the multi-sectoral approach to domestic violence at the local level in Bosnia and Herzegovina

April 20th 2017

Dear Sir/Madam,

Subject: Request for Proposal (RFP) for the Analysis of costing of the multi-sectoral approach to domestic violence at the local level in Bosnia and Herzegovina

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) plans to procure an Analysis of costing of the multi-sectoral approach to domestic violence at the local level in Bosnia and Herzegovina 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)
 - 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 13)
3. The Proposal Instruction Sheet (PIS) -below- provides the requisite information (with cross reference numbers) which is further detailed in the [Instructions to Proposers](#)

PROPOSAL INSTRUCTION SHEET (PIS)

Detailed Instruction governing below listed summary of the “instructions to proposers” are available in the Annex I (“Instruction to Proposers”)

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: 14th May 2017</p> <p>City and Country: Sarajevo, Bosnia and Herzegovina</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 type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail</p> <p><input checked="" type="checkbox"/> Electronic submission of Proposal</p>
4.1	Address for Proposal Submission	<p><input type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail :</p> <p><input checked="" type="checkbox"/> Electronic submission of Proposal:</p> <p>Technical Proposal</p> <p>PDF duly stamped and signed sent to E-mail address unwomen.bih@unwomen.org</p> <p>The e-mail subject should be:</p> <p>“RFP/UNW/BIH/002/2017 - Analysis of costing of the multi-sectoral approach to domestic violence at the local level in Bosnia and Herzegovina - Technical Proposal”</p> <p>Financial Proposal</p> <p>PDF duly stamped and signed sent to E-mail address unwomen.bih@unwomen.org</p> <p>The e-mail subject should be:</p> <p>“RFP/UNW/BIH/002/2017 - Analysis of costing of the multi-sectoral approach to domestic violence at the</p>

		local level in Bosnia and Herzegovina - Financial Proposal”
3.1	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Other (pls. specify) _____
3.4.2	Proposal Currencies	Preferred Currency: <input checked="" type="checkbox"/> <i>BAM (Bosnia Convertible Mark)</i>
3.5	Proposal Validity Period commencing after the deadline for submission of proposals (see 4.2 above)	60 days
2.4	Clarifications of solicitation documents	Requests for clarification shall be submitted 5 days before the deadline for submission of proposal.
	Contact address for requesting clarifications on the solicitation documents	Requests for clarification should be addressed to the e-mail address: unwomen.bih@unwomen.org Clarification emails should include a subject header in the following format: Request for Clarification Ref. RFP/UNW/BIH/002/2017 - Company Name
2.5	Pre-Proposal/Bid Meeting	<input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Mandatory: <input type="checkbox"/> Optional:
3.9	Proposal Security	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required 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.

7.4	Performance Security	<input type="checkbox"/> Required The Performance Security will be equivalent of your total offered price for this assignment. The amount will be determined by your price proposal. Form: See Annex XII <input checked="" type="checkbox"/> Not Required Performance Security is not foreseen to be required by UN Women at this stage; however UN Women reserve the rights to request a Performance Security from the successful proposer at any stage.
3.2	Waiver & Release of Indemnity (If there is a site visit/inspection)	<input checked="" type="checkbox"/> Not Required No site inspections/visits are necessary and therefore a waiver/release of indemnity is not required.

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.

Respectfully,

UN Women Country Office in BiH



Annex 1

RFP Instructions to Proposers

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1. INTRODUCTION

1.1 General

- a) Proposers are invited to submit a proposal for the goods/services/works described in the Terms of Reference (TOR) (Annex 2), in accordance with these solicitation documents in the form of a Request for Proposal (RFP). All correspondence in relation to this RFP shall be sent to the contact address referenced in the Proposal Instruction Sheet (PIS) found in the Invitation Letter.
- b) Proposers must strictly adhere to all the requirements of the RFP. No changes, substitutions or other alterations to the requirements stipulated in the RFP may be made unless in writing by UN Women.
- c) Submission of a proposal shall be deemed as an acknowledgement by the proposer that all obligations stipulated by the RFP will be met and, unless specified otherwise, the proposer has read, understood and agreed to all the instructions in and requirements of the RFP. The proposer also confirms that 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 offer. Submission of an offer will be confirmation of accepting the UN Women General Conditions of Contract and the contract model annexed to the RFP.
- d) Any proposal submitted will be regarded as an offer by the proposer and does not constitute or imply the acceptance of any proposal by UN Women. No binding contract, including a process contract or other understanding or arrangement will exist between the proposer and UN Women. Nothing in or in connection with this RFP shall give rise to any liability on the part of UN Women unless and until the contract is signed by UN Women and the successful proposer. UN Women is under no obligation to award a contract to any proposer as a result of the RFP.
- e) UN Women may, at its discretion, cancel the requirement in part or in whole.
- f) UN Women implements a policy of zero tolerance on proscribed practices, including fraud¹, corruption², collusion³, unethical practices⁴, and obstruction⁵. UN Women is committed to preventing, identifying and addressing all acts of fraud and corrupt

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

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

practices against UN Women as well as third parties involved in UN Women activities. UN Women therefore:-

- (i) will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
 - (ii) will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a UN Women contract;
 - (iii) will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a UN Women contract;
 - (iv) will normally requires a UN Women vendor to allow UN Women, or any person that UN Women may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.
- g) All Proposers must adhere to the [UN Supplier Code of Conduct](http://www.un.org/depts/ptd/pdf/conduct_english.pdf), which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf
- h) Information relating to the examination, evaluation, and comparison of Proposals and the recommendation of contract award shall be treated with appropriate confidentiality. Except as otherwise set out herein, UN Women shall not disclose information to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

1.2 Eligible Proposers

This RFP is open to all international and national organizations that can provide the requested goods/services/works, are legally constituted and have a valid registration. A proposer may be a private, public or government-owned legal entity or any combination of them in the form of

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

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

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

association(s) including joint ventures or consortiums with a formal intent to enter into an agreement.

In support of UN Women's mandate, proposal submissions from women-led/owned organizations or companies with 51% or more employment of women and from developing countries are encouraged. UN Women also expects vendors to engage in responsible business practices, and highly recommends proposers to participate in the UN Global Compact <https://www.unglobalcompact.org/participation>.

Proposers should not have been engaged, directly or indirectly, in the preparation of any part of this RFP document or Annexes.

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

- a) Proposer is suspended by UN Women, or, the UN Procurement Division (UNPD);
- b) Proposer has been declared ineligible by the World Bank;
- c) Proposer is on the lists maintained by the Security Council of individuals and entities subject to the sanctions measures by General Assembly resolutions 1267 (1999), 1333 (2000), 1390 (2002), as reiterated in resolutions 1455 (2003), 1526 (2004), 1617 (2005), 1735 (2006), 1822 (2008), 1904 (2009), 1989 (2011) and 2083 (2012). UN 1267 is Terrorist list issued by the Security Council that establishes a sanction regime to cover individuals and entities associated with Al-Qaida and/or the Taliban;
- d) Proposer has any pending disputes or litigation with United Nations organizations, specialized agencies or any of its member states;
- e) Proposer has engaged in any money-laundering activities, which includes, but is not limited to: any transaction involving the transfer, disbursement, transportation, transmission, or exchange of funds (including wire transfers and currency exchanges) by any means.
- f) Proposers are not legally constituted or registered under existing law or regulations for doing business in their own and/or the beneficiary's country. And if requested by UN Women, proposer has not submitted copies of supporting documentation defining, for example, the constitution or legal status, place of registration, and principal place of business of the proposer, as required;
- g) Proposer has a conflict of interest. Proposer may be considered to have a conflict of interest with one or more parties in this solicitation process, if they are or have been

engaged directly or indirectly, in the preparation of any part of this RFP (including, but not limited to the design, specifications, and Annex documents).

1.3 Cost of Proposal

The proposer shall bear all costs of preparing and submitting a proposal, attendance at any preproposal conference, meetings or oral presentations. UN procuring entities will in no case be responsible or liable for such costs,, regardless of the conduct or outcome of the solicitation process. The proposer shall not in any way include these as a direct cost of the assignment.

2. SOLICITATION DOCUMENTS

2.1 Contents of Solicitation Documents

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

2.2 Proposers' Responsibility to Inform Themselves

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

- a) Review the solicitation documents to ensure they have a complete copy;
- b) Examine and fully inform themselves in relation to all aspects of the solicitation documents, including the proposed model form of contract and all documents included or referred to in the RFP;
- c) Obtain and examine all other information relevant to the goods/services/works and the TOR available on reasonable enquiry;
- d) Verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or any discussion with UN Women, its employees or agents;
- e) Attend any Pre-Proposal Meeting that is mandatory under this RFP;
- f) Fully inform and satisfy themselves as to the requirements of any relevant authorities and laws that apply or may in the future apply to the provision of the requested goods/services/works; and

- g) Form their own assessment of the nature and extent of the goods/services/works requested and properly account for all the services in their proposal.

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

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

Failure to comply with solicitation documents are at the proposer's risk and may affect the evaluation of their submitted proposal.

2.3 Errors or Omissions

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

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

2.4 Clarification of Solicitation Documents

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

2.5 Pre-Proposal Meeting

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

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

Information about representatives of proposers who will attend the Pre-Proposal Meeting shall be submitted in writing by the proposers to the UN Women contact person as listed in

the PIS, (including the full name and position of each representative) at least 48 hours before the PreProposal Meeting is to be held.

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

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

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

2.6 Amendments of Solicitation Documents

At any time prior to the deadline for submission of proposals, the UN Women procurement practitioner may, for any reason, amend the solicitation documents.

Prospective proposers will be notified in writing of all amendments to the solicitation documents. In cases where the RFP is posted on the UN Women website, all prospective proposers are requested to frequently check the UN Women procurement notices website at <http://www.unwomen.org/en/about-us/procurement>.

In order to afford prospective proposers reasonable time, the UN Women procurement practitioner may, at its discretion, extend the deadline for the submission of proposals, in accordance with [Clause 4.2](#).

3. PREPARATION OF PROPOSALS

3.1 Language of the Proposal

The proposals and all correspondence and documents relating to the proposal shall be written in the **English language**, unless otherwise indicated in the Proposal Instruction Sheet (PIS). Any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages. In this case, for purposes of interpretation of the bid, the **English Translation** shall govern.

3.2 Documents Comprising the Proposal

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

- a) *Proposal submission form*. Duly signed and dated with the proper authorization for the person signing the proposal, indicated by written power of attorney;
- b) *Technical Proposal in accordance with the format in Annex 4 and corresponding clauses of these instructions*, including documentation to demonstrate that the proposer meets all requirements (including eligibility);
- c) *Voluntary Agreement for Promoting Gender Equality and Women's Empowerment (optional)*
- d) *Joint Venture, Consortium/Associations Form*.
 - In the case of a joint venture, consortium/association, the relevant form indicated in the invitation letter must be completed, signed and submitted along with the Technical Proposal;
 - All parties to the Joint Venture (JV) shall be jointly and severally liable, and
 - The JV shall nominate a representative who shall have the authority to conduct all businesses: for an on behalf of any and all the parties of the JV during the bidding process; and in the event the JV is awarded the contract, during the contract execution.
- e) *Financial Proposal in accordance with the format in Annex 5 and corresponding clauses of these instructions*;
- f) *Proposal Security* (if applicable);
- g) *Performance security* (if applicable); and
- h) *Release and Waiver of Liability Form (if applicable)*

3.3 Technical Proposal

The technical component of the proposal should be concisely presented and structured in the format contained in Annex 4, "Format of Technical Proposal".

3.3.1 Expertise and Capability of Proposer

In order to provide corporate orientation, the proposer shall provide all relevant support documentation including the proposer's entity profile information; proposer's entity legal registration certificates; reference list of similar projects; and any other appropriate documents.

3.3.2 Proposed work plan and approach

The proposer shall demonstrate its responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics, proposed

warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

3.3.3 Resource Plan, key personnel

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

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

It is mandatory that the proposer's proposal numbering system cross-references the numbering system used in the "Format of Technical Proposal," Annex 4. References to supporting documentation, including descriptive material and brochures should be included in the text of the proposal and the supporting documentation attached as annexes to the proposal. Any information which the proposer considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text. Proprietary information will remain internally as part of the confidential procurement process only and will be redacted if a document containing such information is published publicly.

3.4 Financial Proposal

3.4.1 Proposal prices

The proposer shall indicate in an appropriate Financial Proposal, the format included as Annex 5, the prices of goods/services/works it proposes to supply under the contract.

3.4.2 Proposal currencies

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

3.5 Proposal Validity Period

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

3.6 Format and Signing of Proposals

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

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

3.7 Payment

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

3.8 Joint Venture, Consortium/Association

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

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

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

The description of the organization of the joint venture, consortium/association must clearly define the expected role of each of the entity in the partnership in delivering the

requirements of the RFP, both in the proposal and the joint venture, consortium/association. All entities that comprise the partnership shall be subject to the eligibility and qualification assessment by UN Women.

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

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

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

3.9 Proposal Security

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

- a) If the proposer withdraws its proposal after the deadline for submission, or;
- b) In the case the successful proposer fails to:
 - i. Sign the contract resulting from this RFP process in accordance with the terms and conditions set forth in this RFP (and within the timeframe required for signature), including if applicable, for variation of requirement, as per RFP Clause 7.2; or
 - ii. Furnish Performance Security; comply with insurances requirements, or other documents that UN Women may require as a condition to rendering the effectivity of the contract that may be awarded to the proposer.

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

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

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

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

4. SUBMISSION OF PROPOSALS

4.1 Submission of proposals by e-mail

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

The Financial Part and the Technical Part of proposals **MUST BE SUBMITTED COMPLETELY SEPARATELY**: in two separate e-mails when sent electronically.

In order to facilitate the submission of both Technical and Financial Proposals, duly stamped and signed submissions can be in electronic PDF format and send to the dedicated secure bid e-mail address specified in the PIS.

Technical Proposal

PDF duly stamped and signed sent to E-mail address unwomen.bih@unwomen.org

The e-mail subject should be:

“RFP/UNW/BIH/002/2017 - Analysis of costing of the multi-sectoral approach to domestic violence at the local level in Bosnia and Herzegovina - Technical Proposal”

Financial Proposal

PDF duly stamped and signed sent to E-mail address unwomen.bih@unwomen.org

The e-mail subject should be:

“RFP/UNW/BIH/002/2017 - Analysis of costing of the multi-sectoral approach to domestic violence at the local level in Bosnia and Herzegovina” – Financial Proposal”

Proposals should be submitted to the designated address by the date and time of the deadline given.

4.2 Deadline for submission of Proposals

Proposals must be received by the UN Women procurement practitioner at the address specified in the PIS no later than the time and date specified in the PIS (for local time ref, see www.greenwichmeantime.com). It shall be the sole responsibility of the proposers to ensure that their proposal is received before the deadline. Proposers are reminded that it can take some time to transmit the files via e-mail so they should submit their proposal well before the deadline.

The UN Women procurement practitioner may, at its own discretion extend the deadline for the submission of Proposals by amending the solicitation documents by written notice. Deadlines set are strict and absolute. Proposals received later shall be automatically disqualified from consideration. Late proposals will be rejected and burden will be on proposer to collect any proposal copies within 15 business days. Late bids are any submissions that are time-stamped as “received” after the deadline date and time.

4.3 Modification and Withdrawal of Proposals

The proposer may withdraw or modify/correct its proposal after the proposal’s submission, provided that written notice of the withdrawal or modification is received by the UN Women procurement practitioner prior to the deadline prescribed for submission of proposals.

The proposer’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of [Clause 4.1: Sealing and Marking of Proposals](#). The withdrawal notice may also be sent by e-mail but must be followed by a signed confirmation copy.

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

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

5. OPENING AND EVALUATION OF PROPOSALS

5.1 Opening of Proposals

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

5.2 Confidentiality & Briefings

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

To reiterate, any information related to other bidders (including financial/cost pricing, technical information) and evaluation shall not be revealed. Determination for granting debriefings is at the discretion of UN-Women.

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

5.3 Clarification without Material Deviation

To assist in the examination, evaluation and comparison of proposals, UN Women may at its discretion, ask the proposer for clarification of its proposal, without material deviation, reservation, or omission. The request for clarification and the response shall be in writing and no change in price or substance of the proposal shall be sought, offered or permitted.

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

- a) affect in any substantial way the scope, quality, or performance of the requested services in the RFP; or,
- b) propose to limit in any substantial way the rights and obligation of the parties; or,
- c) if rectified, would unfairly affect the competitiveness of other proposals.

5.4 Preliminary Examination

Prior to the detailed evaluation of each proposal UN Women will undertake a preliminary examination of the proposals. UN Women may reject any proposal during the preliminary

examination which does not comply with the requirements set out in this RFP, without further consultation with the proposer, including in cases where:

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

UN Women will determine the substantial responsiveness of each proposal to the Request for Proposals (RFP). For purposes of these clauses, a substantially responsive proposal is one which conforms to all the terms and conditions of the RFP without material deviations. UN Women's determination of a proposal's responsiveness is based on the contents of the proposal itself without recourse to extrinsic evidence.

A proposal determined as not substantially responsive will be rejected by UN Women and may not subsequently be made responsive by the proposer by correction of the non-conformity.

6. EVALUATION METHODOLOGY AND CRITERIA

UN Women shall evaluate proposals pursuant to Annex 3: “Evaluation Methodology and Criteria”.

7. AWARD OF CONTRACT

7.1 Award criteria

UN Women is not bound to select any of the firms submitting proposals. UN WOMEN reserves the right to accept or reject any proposal, and to cancel the solicitation process and reject all proposals, at any time prior to the award of contract, without thereby incurring any liability to the proposer(s)/bidder(s) or any obligation to provide information on the grounds for the UN Women Procurement practitioner’s action.

Prior to expiration of the period of proposal validity, a contract may be awarded to the proposing firm/organization whose proposal offers best value for money being the proposal having obtained the overall highest score (technical and financial) according to the Evaluation Methodology and Criteria. Due consideration will be given to the general principles of UN Women procurement, including economy and efficiency.

The contract may be awarded for one or more lots/items listed under Annex 5 (format of financial proposal) at the discretion of UN Women. Therefore, proposers should indicate any price/quantity restrictions associated with their offer in case of award for limited number of items/lots listed under Annex 5. If negotiations have been entered into, or interview and/or background check is conducted by UN Women, the award is also subject to successful completion of negotiations, background check and/or interview. The successful completion of negotiations, background check and/or interview does not constitute an award of contract.

It is UN Women’s intention to issue the contract as presented herein the RFP documents. Therefore, proposers should ensure any due diligence regarding the legal review and ability to be compliant to all contract terms and conditions is undertaken prior to the submission of your offer. Submission of an offer will be confirmation of accepting UN Women contract included herein.

7.2 UN Women Procurement practitioner’s right to vary quantity at time of award

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

is any restriction associated with quantity, the proposer must clearly state such restrictions and any price variation in their financial proposal.

7.3 Signing of the contract

The UN Women procurement practitioner will send the successful proposer the contract which constitutes the Notification of Award.

After the award is concluded and the decision is made, UN Women will furnish the winning proposer(s) with filled copy of contract. Within 10 calendar days of receipt of the contract from UN Women, the successful proposer(s) shall sign, date and return the signed contract to UN Women

Failure to which UN Women shall withdraw the award, reject the offer and may launch a new tender exercise or proceed to select other proposer(s).

7.4 Performance Security

If performance security is requested, as stated in the PIS, the successful proposer will be required to provide the performance security using the Performance Security Form contained in the RFP and in accordance with the requirements of the contract, within 10 calendar days of the receipt of the contract from the UN Women along with the signed copy of the contract

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

7.5 Vendor Protest

UN Women's [vendor protest procedure](http://www.unwomen.org/en/aboutus/procurement/vendor-protest-procedure) provides an opportunity for appeal to proposer(s) who believe that they were not treated fairly. This [link \(http://www.unwomen.org/en/aboutus/procurement/vendor-protest-procedure\)](http://www.unwomen.org/en/aboutus/procurement/vendor-protest-procedure) provides further details regarding UN Women's vendor protest procedures.

Proposers, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UN Women Internal Audit and Investigations Group (IAIG) as well as with other investigations authorized by the Executive Director and with the UN Women Ethics Office as and when required. Such cooperation shall include, but not be limited to the following: access to all employees, representatives, agents and assignees of the Proposer; as well as production of all documents requested, including financial records. Failure to fully cooperate with

investigations will be considered sufficient grounds to allow UN Women to repudiate and terminate the contract, and to debar and remove the supplier from UN Women's list of registered suppliers.

7.6 Inter-Agency Applicability

In the event of UN Women signing a Long Term Agreement (LTA), the contractor agrees that UN Women is free to share the LTA with other UN agencies for their use in direct ordering.

TERMS OF REFERENCE (TOR)

1. BACKGROUND

In April 2016 UN Women has officially launched a three-year programme “Standards and Engagement for Ending Violence against Women and Domestic Violence in Bosnia and Herzegovina” that is financially supported by the Swedish International Development Cooperation Agency (Sida). The programme aims to strengthen the institutional and social response mechanisms to violence against women and domestic violence in BiH by contributing to the implementation of the Istanbul Convention.

The programme builds on the work done in the past years in partnership with the Gender Mechanisms, relevant institutions and CSOs at the legal, policy and strategic level as well as the support provided to improve services for survivors and to prevent violence against women and girls, with a strong focus on engaging men and boys.

The current programme has two main components that are focusing on protection of survivors and prevention of violence against women and domestic violence. Under the first component, the program aims to enhance availability, access and quality of services utilizing a multi-sectorial approach to address violence against women and domestic violence in BiH. This will be realised by providing support to service providers in line with the requirements of the Istanbul Convention, with a strong focus on capacity development of relevant service providers in selected communities.

Under the second component, there will be a strong focus on working with women, men and youth to address and understand gender roles through awareness campaigning and educational activities. In addition, key media actors and outlets will be engaged in advocacy, research and capacity building towards improving gender sensitive reporting and preventing violence against women and girls.

Multi-sectoral approach to domestic violence represents a crucial element in enabling access to better quality multi-sectoral services for survivors. It represents a holistic and coordinated approach aimed at harmonizing and correlating programmes and actions developed and implemented by a variety of institutions (government and non-governmental) in social, justice and security, health and other relevant sectors. It is based on inter-institutional partnership and cooperation, comprised of several elements such as services, reporting and referral system, training programs, documentation, reporting, transmitting and data analysis systems, prevention and awareness raising activities and coordination that is established on defined standards. In previous years, BiH has significantly advanced in terms of adoption of standard-setting documents, such as Istanbul Convention and enhancing the access, availability and quality of multi-sectoral services. However, funding remains to be one of the largest challenges. It is to date unclear what is the cost of multi-sectoral response to violence against women. With this

consultancy, UN Women seeks to address this gap and receive a crucial advocacy tool to enhance prevention and protection of women and girls victims of domestic violence.

2. OBJECTIVES

With this consultancy UN Women seeks to contribute to enabling access to better quality multi-sectoral services for survivors of domestic violence in Bosnia and Herzegovina (including services for perpetrators of domestic violence). Concretely, the objective of this consultancy is to define the cost of multi-sectoral approach to domestic violence at the local level in Bosnia and Herzegovina and develop a set of recommendations on how to address the identified gaps in funding of the multi-sectoral approach.

Concretely, with this consultancy UN Women seeks to:

- Carry out the costing of the multi-sectoral approach to domestic violence in Bosnia and Herzegovina at the local level;
- Develop recommendations on how to address identified gaps in funding of the multi-sectoral approach to domestic violence in Bosnia and Herzegovina.

In carrying out this task the Consultancy Company will ensure that the final deliverable captures both the current costs of domestic violence and projected costs of implementing multi-sectoral approach to domestic violence in BiH at local levels. Both current and projected costs of domestic violence should take in consideration different contexts of Bosnia and Herzegovina, namely different financial and human capacities of local communities, different costs of services, division of jurisdiction and different legislations and stakeholders in two entities/Bosnia District (BD), and cantons in Federation of BiH (FBiH). In the part focusing on the projected costs, study should take into consideration the provisions of the Istanbul Convention – Council of Europe Convention on Preventing and Combating Violence against Women and Domestic Violence (IC), Framework Strategy for Implementation of Istanbul Convention in BiH (2015-2018), as well as Essential Service Package

Information/data should be collected, as much as it is possible, directly from policy makers, statistical institutes, service providers and beneficiaries of multi-sectoral approach.

In close cooperation with UN Women and UN Women key institutional partners, consultants should identify key governmental institutions and closely collaborate with them throughout the consultancy, both to ensure the governments' ownership of the entire costing process as well as to validate the results of this study.

3. TASKS

The consultants/consultancy company is expected to undertake following tasks:

1. Undertake a review of existing package and pathways of multi-sectoral response for women victims of domestic violence in Bosnia and Herzegovina at the local level. This task should include but not be limited to identification of legislation, standards, actors, services, duty bearers and their coordination mechanisms.
2. Undertake the costing of the current existing services addressing domestic violence at the local level in Bosnia and Herzegovina. This task should capture all the cost of DV across the sectors currently available as response for women victims of domestic violence. This task should include, but not be limited to identification of unit cost, average overall cost of existing multi-sectoral approach/s, yearly average cost of each of its segments, specification of the bearers of the costs (public institutions, NGOs, women victims of violence). This task should also include identification of the cost of the current inefficient use of multi-sectoral approaches at the local levels.
3. Undertake the costing of the projected cost of multi-sectoral approach, in line with the IC recommendations, at the local level in Bosnia and Herzegovina, with aim to equalize, to the extent possible, access to services to each potential victim regardless of which entity, canton or municipality they may reside. Projected costs should be clustered into the three main types of costs: lost economic output, cost of additional provision of services in line with the IC (including new/comprehensive health, legal, social and specialised services); and additional personal (physical and emotional) costs for the victims.
4. Develop recommendations on how to address identified funding gaps for the full implementation of the multi-sectoral approach to domestic violence in Bosnia and Herzegovina at the local level. This task should include, but not be limited to:
 - a. Analysis of the public budgets and mid-term planning documents at all levels of government;
 - b. Identification of gaps in budgetary allocations for multi-sectoral approach at all levels of government;
 - c. Identification of potential approaches to enhancing budgeting for DV within the existing programme budgeting system/s.

4. DELIVERABLES AND TIMEFRAME

The Consultant will be expected to complete the tasks within the indicative timeframe:

Tasks	Days	Delivery date
1. Development of the methodology		
Draft detailed methodology of the entire assignment- Report on the available research, methodologies, guidance and options for conducting the costing studies in BiH contexts, incorporating consultations	6	17th June

Final detailed methodology of the entire assignment	3	30th June
2. Review of the existing multi-sectoral package of services for survivors of DV		
Draft review of existing package of multi-sectoral response for women victims of domestic violence in Bosnia and Herzegovina	10	22nd September
Final review of existing package of multi-sectoral response for women victims of domestic violence in Bosnia and Herzegovina	4	5th October
3. Costing of the multi-sectoral approach to domestic violence		
Prepare a short reporting specifying segments and their unit costs that will be calculated (including the locations where the costing will be undertaken)	5	14th October
Draft report of costing of the multi-sectoral approach to domestic violence	5	21st October
Draft report of socio-economic impact of domestic violence	5	4th November
Final report of costing of the multi-sectoral approach to domestic violence in BiH	5	15th November
4. Development of recommendations		
Draft recommendations on how to address the identified gaps in budgetary allocations for multi-sectoral approach at all levels of government, with aim to equalize the access to services to all potential victims across the BiH	3	25th November
Final recommendations on how to address identified gaps in funding of the multi-sectoral approach to domestic violence	2	4th December
Total	48	

5. REPORTING

Under the overall supervision of the UN Women Program Specialist and the direct supervision of the ERAW Project Manager, Consultants/Consultancy company will develop and deliver the above listed outputs in accordance with the above outlined timeframe. All the outputs should be provided in English.

6. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

General

I Experience:

- Specific knowledge of gender equality and in particular violence against women and domestic violence
- Previous experience in undertaking reviews, analysis, assessments and other similar exercises related to DV and VAW;
- Previous experience working with UN Women and other UN Agencies will be considered as an advantage

II Values:

- Demonstrates professional competence and is conscientious and efficient in meeting commitments, observing deadlines and achieving results.
- Display cultural, gender, nationality, religion and age sensitivity and adaptability.
- Demonstrates integrity and fairness by modelling UN values and ethical standards.

III Competencies:

- Excellent interpersonal, presentation and communication skills.
- Great organizational skills;
- Ability to conceptualize information into written reports;
- Delivers oral/written information in a timely, effective and easily understood manner;
- Initiative, sound judgment and demonstrated ability to work harmoniously with people of different ethnic backgrounds

Requirements to the team members:

Team Leader:

I Academic background and experience:

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

Team members

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

- Knowledge of the context in BiH and experience working in BiH
- At least one team member should demonstrate excellent oral/written communication skills in both English and local languages (B/H/S)

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:

General

- Submitting companies are not included among United Nations suspended companies;

I Experience:

- Specific knowledge of gender equality and in particular violence against women and domestic violence
- Previous experience in undertaking reviews, analysis, assessments and other similar exercises related to DV and VAW;
- Previous experience working with UN Women and other UN Agencies will be considered as an advantage

II Values:

- Demonstrates professional competence and is conscientious and efficient in meeting commitments, observing deadlines and achieving results.
- Display cultural, gender, nationality, religion and age sensitivity and adaptability.
- Demonstrates integrity and fairness by modelling UN values and ethical standards.

III Competencies:

- Excellent interpersonal, presentation and communication skills.
- Great organizational skills;
- Ability to conceptualize information into written reports;
- Delivers oral/written information in a timely, effective and easily understood manner;
- Initiative, sound judgment and demonstrated ability to work harmoniously with people of different ethnic backgrounds

Requirements to the team members:

Team Leader:

I Academic background and experience:

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- Track record and knowledge in technical expertise of studies related to VAW and DV
- Previous similar work experience working for international organisations and/or governmental programmes concerning related field

Team members

- Minimum 5 years of relevant experience as a researcher, analyst in the indicated fields of expertise;
- Specific experience in carrying out studies or analysis to that described in the ToR
- Experience with information analysis and report writing
- Knowledge of the context in BiH and experience working in BiH
- At least one team member should demonstrate excellent oral/written communication skills in both English and local languages (B/H/S)

2. Cumulative Analysis Methodology: A proposal is selected on the basis of *cumulative analysis*; the total score is obtained by combining weighted 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 [1000] points assigned for technical proposal. A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of [70%] of the obtainable score of 1000 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 [1000] 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: [1000 points]

Financial proposal: [500 points]

Total number of points: [1500 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 [1000] 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)	50
1.2	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect delivery, but properly done it offers a chance to access specialized skills.)	50
1.3	Quality assurance procedures, warranty	50
1.4	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for other UN agencies/ major multilateral/ or bilateral programmes	150
		300
2.0 Proposed Work Plan and Approach		Points obtainable
Proposed methodology		

2.1	Analysis Approach, Methodology- including Proposer's understanding of UN Women's work, adherence to procurement principles and TOR.	300
2.2	Management Services – Timeline and deliverables.	200
		500
3.0 Resource Plan, Key Personnel		Points obtainable
Qualification and competencies of proposed personnel		
3.1	Composition of the team proposed to provide , and the work tasks (including supervisory) Curriculum vitae of the proposed team that will be involved either full or part time	200
		200
	[70%] of [1000] pts = [700] pts needed to pass technical	1000

A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of **[70%]** of the obtainable score of **[1000]** 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 General Organizational Capability

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

1.2 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.

1.3 Quality assurance procedures, risk and mitigation measures

- Describe the potential risks for the performance of the TOR that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks. Provide certificate (s) for accreditation of processes, policy e.g. ISO etc.

1.4 Relevance of Specialized Knowledge and Experience on Similar Projects

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

Project	Client	Contract Value	Period of performance (from/to)	Role in relation to the undertaken to goods/services/works	Reference Contact 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.
- Explain the organization's understanding of UN Women's needs for the 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

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 rate per working day for each expert to be assigned to the team. The fee rate must include remuneration of each expert, all administrative costs of employing the expert and the margin covering the proposer's overhead and backstopping facilities.
 - b. An all-inclusive daily subsistence allowance (DSA) rate (otherwise known as a "per diem rate") for every day in which the experts shall be in the field for purposes of the assignment.
 - c. An all-inclusive amount for necessary international travel and related expenses by the most appropriate means of transport and the most direct economy class practicable route. The breakdown shall indicate the number of round trips per team member.
 - d. An all-inclusive amount for local travel, if applicable.
 - e. If applicable, other costs required for purposes of the assignment not covered in the foregoing or beneath paragraphs such as communication, printing and dispatching of reports to be produced during the assignment, rental and freight of any instruments or

equipment required to be provided by the proposer for the purposes of the services, office accommodation, investigations, surveys, etc.

f. Summary of total cost for the services proposed.

- ii. **Schedule of payments:** Proposed schedule of payment might be expressed by the proposer, and payment will be made by UN Women in the currency of the proposal. The payment schedule must be linked to the delivery of the outputs specified in your technical component.

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

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	Deliverable 1			
2	Deliverable 2...			
	Total	100%	BAM	

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 CO*
Zmaja od Bosne bb
71000 Sarajevo
Bosnia and Herzegovina

Date: *[insert date of Proposal Submission]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Proposal Solicitation Documents;
- (b) We offer to supply in conformity with the Proposal Solicitation Documents the following *[Title of goods/services/works]* and undertake, if our proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.
- (c) We 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.
- (d) 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;
- (e) Our proposal shall be valid for a period of 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;
- (f) If our proposal is accepted, we commit to obtain a performance security with the instructions under the Proposal Instruction Sheet;
- (g) 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]*
- (h) We have no conflict of interest in accordance with Clause 1.2 (*Eligible Proposers*) of the RFP Instructions to Proposers;
- (i) 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;
- (j) 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]*

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: _____

ANNEX 8

PROPOSED MODEL FORM OF CONTRACT

CONTRACT – INSTITUTIONAL OR PROFESSIONAL SERVICES

Contract No.
Business Unit:
Organisational Unit/Section/Division/Office/Country:

This Contract is made between the UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN (“UN Women”), and [insert official name of company in full], with its registered offices at [address] (“Contractor”) (Both hereinafter separately and jointly referred to as the “Party” or the “Parties”).

1. CONTRACT DOCUMENTS

The following documents constitute the entire agreement between the Parties with regard to the subject matter hereof (“Contract”), superseding all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject, and in case of ambiguities, discrepancies or inconsistencies between or among them, shall apply in the following order of precedence:

- (a) This document;
- (b) UN Women General Conditions of Contract—Contracts for the Provision of Services, annexed hereto as Annex A (“General Conditions”);
- (c) Terms of Reference, annexed hereto as Annex B (“TOR”);
- (d) [other annexes that may be relevant]

2. SCOPE

The Contractor shall perform services (“Services”) as specified in the TOR. Except as expressly provided in this Contract and in particular the TOR, (i) UN Women shall have no obligation to provide any assistance to the Contractor in performing the Services; (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 (iii) 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.

3. DURATION

This Contract shall take effect on the date of the latest signature (the “Effective Date”) and shall remain in effect until [insert date], unless earlier terminated (“Initial Term”). UN Women may, at its sole option, extend the 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. UN Women shall provide a written notice of its intention to do so at least 30 (thirty) days prior to the expiration of the then Initial Term.

4. PRICE & PAYMENT ³

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]*. This fee shall remain firm and fixed during the term of the Contract. The Contractor shall submit invoices only upon achievement of the corresponding milestones and for the following amounts:

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

OR

5. INVOICES

The Contractor shall submit to UN Women an original copy of its invoices, as is required in the preceding Article, specifying, at a minimum, a description of the Services performed, the unit prices in accordance with the Fee Schedule (if relevant), and the total price of the Services, together with such supporting documentation as UN Women may require, as follows:

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

6. PAYMENT

Payments 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 to the Contractor shall be made by electronic funds transfer to the Contractor's bank account, as follows:

Name of Bank:

Bank Address:

Bank ID:

Account No:

Title/name:

UN Women may withhold payment in respect of any invoice if it considers that the Contractor has not performed in accordance with the terms and conditions of this Contract or has not provided sufficient documentation in support of the invoice. Where an invoice is disputed in part, UN Women shall pay the Contractor any undisputed portion and the Parties shall consult in good faith to promptly resolve outstanding issues. Once the dispute has been resolved, UN Women shall pay the Contractor the relevant amount within thirty (30) days. The Contractor shall not be entitled to interest on any late payment or any

sums payable under this Contract or any accrued interest on payments withheld by UN Women in connection with a dispute.

7. NOTIFICATIONS

All notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be transmitted to the following:

For UN Women:

[Insert Name, Address, Phone and Email]

For the Contractor:

[Insert Name, Address, Phone and Email]

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

For and on behalf of UN Women:

For and on behalf of the Contractor:

Signature	_____	_____
Name	_____	_____
Title	_____	_____
Date	_____	_____

ANNEX 9

GENERAL CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES

1. LEGAL STATUS OF THE PARTIES: The United Nations Entity for Gender Equality and the Empowerment of Women (UN-WOMEN) and the Contractor shall also each be referred to as a “Party” hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UN-WOMEN, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of any services to UN-WOMEN by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:

2.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UN-WOMEN, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

2.3 At the option of and in the sole discretion of UN-WOMEN:

2.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UN-WOMEN prior to such personnel’s performing any obligations under the Contract;

2.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UN-WOMEN prior to such personnel’s performing any obligations under the Contract; and,

2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UN-WOMEN has reviewed the qualifications of such Contractor’s personnel, UN-WOMEN may reasonably refuse to accept any such personnel.

2.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

2.4.1 UN-WOMEN may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

2.4.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UN-WOMEN, which shall not be unreasonably withheld.

2.4.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

2.4.4 All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all cases, be borne exclusively by the Contractor.

2.4.5 Any request by UN-WOMEN for the withdrawal or replacement of the Contractor’s personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UN-WOMEN shall not bear any liability in respect of such withdrawn or replaced personnel.

2.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UN-WOMEN officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

2.5 Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of UN-WOMEN with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UN-WOMEN shall:

2.6.1 undergo or comply with security screening requirements made known to the Contractor by UN-WOMEN, including but not limited to, a review of any criminal history;

2.6.2 when within UN-WOMEN premises or on the United Nations property, display such identification as may be approved and furnished by the United Nations security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UN-WOMEN for cancellation.

2.7 Within one working day after learning that any of Contractor's personnel who have access to any United Nations premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UN-WOMEN about the particulars of the charges then known and shall continue to inform UN-WOMEN concerning all substantial developments regarding the disposition of such charges.

2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UN-WOMEN premises or on the United Nations property shall be confined to areas authorized or approved by UN-WOMEN. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UN-WOMEN premises or on United Nations property without appropriate authorization from UN-WOMEN.

3. ASSIGNMENT:

3.1 Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UN-WOMEN. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UN-WOMEN. Any such unauthorized delegation, or attempt to do so, shall not be binding on UN-WOMEN.

3.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

3.2.3 the Contractor promptly notifies UN-WOMEN about such assignment or transfer at the earliest opportunity; *and*,

3.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UN-WOMEN following the assignment or transfer.

4. SUBCONTRACTING: In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UN-WOMEN. UN-WOMEN shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UN-WOMEN reasonably considers is not qualified to perform obligations under the Contract. UN-WOMEN shall have the right to require any subcontractor's removal from UN-WOMEN premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

5. INDEMNIFICATION:

5.1 The Contractor shall indemnify, defend, and hold and save harmless, UN-WOMEN, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UN-WOMEN, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

5.1.1 allegations or claims that the possession of or use by UN-WOMEN of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UN-WOMEN under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

5.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

5.2 The indemnity set forth in Article 5.1.1, above, shall not apply to:

5.2.1 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 goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

5.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UN-WOMEN or another party acting under the direction of UN-WOMEN made such changes.

5.3 In addition to the indemnity obligations set forth in this Article 5, the Contractor shall be obligated, at its sole expense, to defend UN-WOMEN and its officials, agents and employees, pursuant to this Article 5, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

5.4 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.

5.5 In the event the use by UN-WOMEN of any goods, property or services provided or licensed 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:

5.5.1 procure for UN-WOMEN the unrestricted right to continue using such goods or services provided to UN-WOMEN;

5.5.2 replace or modify the goods or services provided to UN-WOMEN, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; or, 5.5.3 refund to UN-WOMEN the full price paid by UN-WOMEN for the right to have or use such goods, property or services, or part thereof.

6. INSURANCE AND LIABILITY:

6.1 The Contractor shall pay UN-WOMEN promptly for all loss, destruction, or damage to the property of UN-WOMEN caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

6.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

6.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

6.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

6.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; and,

6.2.4 such other insurance as may be agreed upon in writing between UN-WOMEN and the Contractor.

6.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

6.4 The Contractor acknowledges and agrees that UN-WOMEN accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

6.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UN-WOMEN, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

6.5.1 name UN-WOMEN as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

6.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UN-WOMEN;

6.5.3 provide that UN-WOMEN shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; and,

6.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UN-WOMEN.

6.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

6.7 Except for any self-insurance program maintained by the Contractor and approved by UN-WOMEN for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UN-WOMEN. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UN-WOMEN with evidence, in the form of certificate of insurance or such other form as UN-WOMEN may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UN-WOMEN reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify UN-WOMEN concerning any cancellation or material change of insurance coverage required under the Contract.

6.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

7. ENCUMBRANCES AND LIENS: The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UN-WOMEN against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UN-WOMEN.

8. EQUIPMENT FURNISHED BY UN-WOMEN TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UN-WOMEN to the Contractor for the performance of any obligations under the Contract shall rest with UN-WOMEN, and any such equipment shall be returned to UN-WOMEN at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UN-WOMEN, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UN-WOMEN for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

9. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

9.1 Except as is otherwise expressly provided in writing in the Contract, UN-WOMEN shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UN-WOMEN under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor

acknowledges and agrees that such products, documents and other materials constitute works made for hire for UN-WOMEN.

9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UN-WOMEN does not and shall not claim any ownership interest thereto, and the Contractor grants to UN-WOMEN a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

9.3 At the request of UN-WOMEN, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UN-WOMEN in compliance with the requirements of the applicable law and of the Contract.

9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UN-WOMEN, shall be made available for use or inspection by UN-WOMEN at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN-WOMEN authorized officials on completion of work under the Contract.

10. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UN-WOMEN OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UN-WOMEN, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UN-WOMEN or the United Nations, or any abbreviation of the name of UN-WOMEN or the United Nations in connection with its business or otherwise without the written permission UN-WOMEN.

11. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

11.1 The Recipient shall:

11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and,

11.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:

11.2.1 any other party with the Discloser’s prior written consent; and,

11.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

11.2.2.2 any entity over which the Party exercises effective managerial control; or,

11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

11.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations including its subsidiary organs, the Contractor will give UN-WOMEN sufficient prior notice of a request for the disclosure of Information in order to allow UN-WOMEN to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

11.4 UN-WOMEN may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

12.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

12.2 If the Contractor is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, UN-WOMEN shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UN-WOMEN shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of force majeure for any period in excess of ninety (90) days.

12.3 Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UN-WOMEN is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute force majeure under the Contract.

13. TERMINATION:

13.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 16 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

13.2 UN-WOMEN may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UN-WOMEN applicable to the performance of the Contract or the funding of UN-WOMEN applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UN-WOMEN may terminate the Contract without having to provide any justification therefor.

13.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UN-WOMEN, the Contractor shall, except as may be directed by UN-WOMEN in the notice of termination or otherwise in writing:

13.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

13.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

13.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UN-WOMEN and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

13.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

13.3.5 transfer title and deliver to UN-WOMEN the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;

13.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UN-WOMEN thereunder;

13.3.7 complete performance of the work not terminated; and,

13.3.8 take any other action that may be necessary, or that UN-WOMEN may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract

that is in the possession of the Contractor and in which UN-WOMEN has or may be reasonably expected to acquire an interest.

13.4 In the event of any termination of the Contract, UN-WOMEN shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UN-WOMEN shall not be liable to pay the Contractor except for those goods delivered and services provided to UN-WOMEN in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UN-WOMEN or prior to the Contractor's tendering of notice of termination to UN-WOMEN.

13.5 UN-WOMEN may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

13.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

13.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

13.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

13.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

13.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; or,

13.5.6 UN-WOMEN reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

13.6 Except as prohibited by law, the Contractor shall be bound to compensate UN-WOMEN for all damages and costs, including, but not limited to, all costs incurred by UN-WOMEN in any legal or non-legal proceedings, as a result of any of the events specified in Article 13.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UN-WOMEN of the occurrence of any of the events specified in Article 13.5, above, and shall provide UN-WOMEN with any information pertinent thereto.

13.7 The provisions of this Article 13 are without prejudice to any other rights or remedies of UN-WOMEN under the Contract or otherwise.

14. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

15. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UN-WOMEN shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UN-WOMEN shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

16. SETTLEMENT OF DISPUTES:

16.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

16.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17. PRIVILEGES AND IMMUNITIES: Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. TAX EXEMPTION:

18.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, inter alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UN-WOMEN from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UN-WOMEN to determine a mutually acceptable procedure.

18.2 The Contractor authorizes UN-WOMEN to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN-WOMEN before the payment thereof and UN-WOMEN has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UN-WOMEN with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UN-WOMEN shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UN-WOMEN and paid by the Contractor under written protest.

19. MODIFICATIONS:

19.1 Pursuant to the Financial Regulations and Rules of UN-WOMEN, only the Chief Procurement Officer of UN-WOMEN, or such other Contracting authority as UN-WOMEN has made known to the Contractor in writing, possesses the authority to agree on behalf of UN-WOMEN to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UN-WOMEN unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief Procurement Officer of UN-WOMEN or such other contracting authority as UN-WOMEN has made known to the Contracting in writing.

19.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 19.1, above.

19.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UN-WOMEN nor in any way shall constitute an agreement by UN-WOMEN thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 19.1, above.

20. AUDITS AND INVESTIGATIONS:

20.1 Each invoice paid by UN-WOMEN shall be subject to a post-payment audit by auditors, whether internal or external, of UN-WOMEN or by other authorized and qualified agents of UN-WOMEN at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UN-WOMEN shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UN-WOMEN other than in accordance with the terms and conditions of the Contract.

20.2 UN-WOMEN may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UN-WOMEN access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UN-WOMEN hereunder.

21. LIMITATION ON ACTIONS:

21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if

a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

22. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions 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.

23. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UN-WOMEN in connection with the performance of its obligations under the Contract. Should any authority external to UN-WOMEN seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UN-WOMEN and provide all reasonable assistance required by UN-WOMEN. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UN-WOMEN or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UN-WOMEN.

24. OFFICIALS NOT TO BENEFIT: The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UN-WOMEN or the United Nations any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UN-WOMEN or the United Nations or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

25. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.

26. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

27. MINES:

The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

28. SEXUAL EXPLOITATION:

28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

28.2 UN-WOMEN shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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) : _____
Consortium/Association Agreement	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with Clause 3 (<i>Eligible Bidders</i>). <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

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 13

SUBMISSION CHECKLIST

For submissions by courier mail/hand delivery:

Outer envelope containing the following forms:	
• Proposal Submission Form	
• Joint Venture Form (if a joint venture)	
• Voluntary Agreement to Promote GE & WE (Voluntary)	
• Proposal Security Form (if required)	
• Performance Security Form (if required)	
First inner envelope containing:	
• Technical Proposal	
Second inner envelope containing:	
• Financial Proposal	

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)	
• Proposal Security Form (if required)	
• Performance Security Form (if required)	
Financial Proposal PDF sent to the financial e-mail address specified in the Invitation Letter includes:	
• Financial Proposal	
• Financial Excel Spreadsheet (if required)	

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 AN LEGAL ENTITY FOR MY ORGANIZATION'S ABILITY TO COMPLY AND ACCEPT ALL TERMS.	