

Request for Proposal

Reference No.: **GEO30RFP260**

Organizing a country exchange visit to a European country for female entrepreneurs in winemaking and agritourism sectors

12 September 2018

Dear Sir/Madam,

Subject: Request for Proposal (RFP) for Organizing a country exchange visit to a European country for female entrepreneurs in winemaking and agritourism sectors

The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) plans to procure services 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.

1. 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 I](#)) available from this link: <http://www.unwomen.org/-/media/headquarters/attachments/sections/about%20us/procurement/un-women-procurement-rfp-instructions-en.pdf?la=en&vs=3939>
 - 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 to Promote Gender Equality and Women's Empowerment (Annex 7)
 - i. UN Women Model Forms of Contract (Annex 8)
 - j. General Conditions of Contract (Annex 8)
 - k. Joint Venture/Consortium/Association Information Form (Annex 9)
 - l. Submission Checklist (Annex 10)
2. The Proposal Instruction Sheet (PIS) -below- provides the requisite information (with cross reference numbers) which is further detailed in the [Instructions to Proposers \(Annex I\)](#)

PROPOSAL INSTRUCTION SHEET (PIS)

3. Detailed Instruction governing below listed summary of the “instructions to proposers” are available in the Annex I (“Instruction to Proposers”) accessible from this link:
<http://www.unwomen.org/-/media/headquarters/attachments/sections/about%20us/procurement/un-women-procurement-rfp-instructions-en.pdf?la=en&vs=3939>

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
4.2	Deadline for Submission of Proposals	Date and Time: Wednesday 03 October 2018 6:00 PM (Tbilisi Time) [for local time reference, see www.greenwichmeantime.com] City and Country: <i>Tbilisi, Georgia</i> This is an absolute deadline. Any proposal received after this date and time will be disqualified.
4.1	Manner of Submission	<input type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail <input checked="" type="checkbox"/> Electronic submission of Proposal
4.1	Address for Proposal Submission	<input checked="" type="checkbox"/> Electronic submission of Proposal: Dedicated Secure E-mail address(s): Technical Proposal: geo.procurement@unwomen.org Financial Proposal: geo.finoffers@unwomen.org Proposals should be submitted to the designated address by the date and time of the deadline given.
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"/> USD If no, please indicate Currency: <input type="text"/> <i>Proposer may submit proposal in any freely convertible currency</i>

3.5	Proposal Validity Period commencing after the deadline for submission of proposals (see 4.2 above)	90 days If other, please indicate: <input type="text"/> days.
2.4	Clarifications of solicitation documents	Requests for clarification shall be submitted <input type="text" value="7"/> days before the deadline for submission of proposal. UN Women shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UN Women to extend the deadline date, unless UN Women deems that such an extension is justified and necessary.
	Contact address for requesting clarifications on the solicitation documents	Requests for clarification should be addressed to the e-mail address: geo.clarifications@unwomen.org Clarification emails should include a subject header in the following format: “UNW RFP Reference #, Request for Clarification, Company/Contractor Name” Proposers must not communicate with any other personnel of UN Women regarding this RFP. <u>The e-mail address above is for clarifications ONLY.</u> <u>IMPORTANT: Do not send or copy the e-mail address above while submitting a proposal. Doing so will disqualify your proposal.</u>
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 Amount: Form: See Annex XI

		<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 <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. <input type="checkbox"/> Required Return this Waiver to UN Women in advance of the site inspection, to the contact below; email to: _____

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

Yours sincerely,

Erika Kvapilova
Country Representative

TERMS OF REFERENCE (TOR)

Organizing a country exchange visit to a European country for female entrepreneurs in winemaking and agritourism industries

1. Background

Georgia is an agrarian-oriented country with a significant rural population. Agriculture and agribusiness account for 9.2% of the GDP and 17.5% of trade volume¹. Viticulture is an important part of the agriculture and in 2014, wine export was 22% of agricultural export with a total value of 183 Million USD². Wine exports are rapidly increasing: In 2017, 76.7 million bottles of Georgian wine were exported to 53 countries, which was 54% higher than in 2016³.

Tourism is another industry that plays an important role in the country's economy and is rapidly growing: Approximately 68% of Georgia's service export revenue comes from tourism. In 2017, tourism made up 6.9% of total GDP.⁴

In terms of gender equality, in the Global Gender Gap Report 2017 Georgia ranked 94 out of 144 countries. For women's economic participation and opportunity, the rank was 75.⁵ Although there is little to no gap between male and female educational attainment, in 2016, only 53% of women were reportedly employed compared to 67% of men. The pay gap between men and women persists and 61% of women's employment is considered vulnerable.⁶ Discriminatory gender norms deem specific professions as inappropriate for women, such as some jobs in the service industries.

Against this background, with the support of the Norwegian Ministry for Foreign Affairs, in December 2017 UN Women launched the project "Joint Action for Women's Economic Empowerment in Georgia". With the overall goal that women, particularly the poorest and most excluded, are economically

¹ Enterprise Georgia, 2018, available at: <http://www.investinggeorgia.org/en/keysectors/agriculture>

² Ibid.

³ National Wine Agency of Georgia, 2017, available at: <http://georgianwine.gov.ge/En/Files/Download/1041>

⁴ Georgian National Tourism Agency, 2017: *Georgian Tourism in Figures*, available at <https://gnta.ge/statistics/>

⁵ World Economic Forum, *Global Gender Gap Report 2017*, available at: <http://reports.weforum.org/global-gender-gap-report-2017/dataexplorer/#economy=GEO>

⁶ Defined by ILO as the sum of contributing (non-paid) family workers and own-account (self-employed) workers. Rates are from 2013 from World Bank Open Data, available at: <http://data.worldbank.org/>

empowered and benefit from development in Georgia, the project works with private sector companies; government agencies; and women, including women entrepreneurs. The project's expected outputs are:

1. Private businesses have increased understanding of the gender dimension of corporate sustainability and strengthened capacities to implement Women's Empowerment Principles⁷;
2. Government and other actors are supported to apply international standards and create an enabling environment for women's economic empowerment in partnership with the private sector; and
3. Women, particularly the most vulnerable, have increased capacities, skills and opportunities to access decent work, and women business enterprises are more active in the market.

Under output 3, in partnership with the Georgian Farmers' Association, the project has identified 50 women entrepreneurs from Georgia to participate in series of trainings and other support activities. From this group, to further develop their capacities, up to 20 women entrepreneurs working in the field of viticulture/wine production and agritourism will participate in a country exchange visit to a relevant European country in November 2018.

2. Purpose

With the overall purpose to enhance women entrepreneurs' skills and opportunities to expand their business, UN Women is looking for a Contractor to organize a country exchange visit to a wine producing European country for a maximum of 20 women entrepreneurs working in the viticulture and winemaking, as well as agritourism sectors in Georgia. Thus, the destination country should have a well-developed wine production and wine tourism as well as broader agritourism sector.

The exchange visit should enhance the knowledge and skills of the women entrepreneurs in development of their business and facilitate the development of direct contacts between the visit participants and relevant organizations in the exchange visit destination. Specifically, the Contractor will expose the exchange visit participants to practical examples of successful business expansion strategies and initiatives, as well as facilitate the exchange of best practices in business development in agritourism and viticulture/wine production and tourism. Special emphasis should be put on introducing women entrepreneurs' successes.

3. Scope of work

The Contractor is expected to undertake the following tasks:

- Determine the towns/cities and the region(s) of a country as a destination for the exchange visit and agree them with UN Women.

⁷ Launched in 2010, the Women's Empowerment Principles are a set of Principles for business offering guidance on how to empower women in the workplace, marketplace and community. They are the result of a collaboration between UN Women and the United Nations Global Compact. For more information, see <http://www.weprinciples.org/Site/PrincipleOverview/>

- Develop the detailed agenda with the meetings schedule for the exchange visit's duration, including the days of arrival and departure (6 overnight stays) and agree on it with UN Women. The agenda should:
 - Represent a balanced informational, educational and inspirational programme with interactive elements, and include meetings with various relevant stakeholders (entrepreneurs and SMEs, business associations and cooperatives, etc.)
 - Have all meetings organized between 9.00 a.m. and 6.00 p.m and include a one-hour lunch (arranged and covered by the Contractor) between 12.00 p.m. and 2.00 p.m. every day.
 - Integrate at least most of the following overall topics and any other topics considered relevant for developing the participants' skills and agreed with UN Women: Business expansion strategies and practices; product development; innovation; new climate-smart and other technologies; marketing and outreach strategies; cooperatives; product certifications and qualification; and women entrepreneurs' experiences.
- Arrange and cover economy flight tickets from Georgia (e.g. Tbilisi/Kutaisi) to the destination country and in-country transportation in the destination country for max 20 exchange visit participants.
- Prepare an information package for participants in English at least two weeks before the exchange visit (UN Women will arrange the translation into Georgian).
- Arrange and cover the logistics (with any possible sub-contractors and local service providers) for the whole exchange visit, including, for example:
 - Hotel accommodation at hotel(s) of no less than 3 stars in twin rooms with a bathroom for 6 nights for all (max 20) exchange visit participants.
 - Transportation within the country of destination, including from/to the airport.
 - Breakfasts and lunches for the duration of the whole exchange visit within the country of destination. Expenses for dinners will be covered by the participants themselves.
 - Required equipment for the exchange visit activities (flipchart, screen, laptop etc.)
 - Simultaneous translation equipment. The services of interpreter(s) will be covered by UN Women separately.
 - Support for solving any security, emergency and logistical issues that may arise (health issues, lost documents etc.)
- Develop an evaluation questionnaire in English for the exchange visit, aligned with the objectives of the visit, and agree on it with UN Women.
- Accompany the Georgian group during the exchange visit.
- Facilitate discussions and meetings among the Georgian participants and the organizations/businesses listed in the exchange visit agenda
- Produce at least a 10-page long final report of on the exchange visit in English, including descriptions of all meetings and other activities in the exchange visit agenda in a chronological order, their main outcomes and any relevant points of interest. At least 30 professional

photographs (jpg format) of the exchange visit should be also attached to the report and submitted to women.

4. Schedule and deliverables

Timeframe:

The exchange visit should be implemented between 1 – 30 November 2018 and should have the duration of 6 overnight stays.

Deliverables:

	Deliverable	Due date
1.	Draft exchange visit agenda in English	19 Oct 2018
2.	Final detailed agenda in English submitted to UN Women	26 Oct 2018
3.	Economy class flight bookings made and electronic tickets for all 20 participants submitted, based on the list of participants provided by UN Women	29 Oct 2018
4.	Information package in English, including meeting handouts, background information and notes on logistics prepared and provided (translation and printing to be done by UN Women)	29 Oct 2018
5.	<ul style="list-style-type: none"> - Exchange visit activities completed, and the Georgian group accompanied during the visit - Logistical arrangements for the exchange visit, including the transportation, accommodation, meetings, simultaneous translation and other equipment executed, and breakfasts and lunches provided for max 20 participants 	30 Nov 2018
6.	At least a 10-page long final report on the exchange visit in English, including descriptions of all meetings and other events in the exchange visit agenda in a chronological order, as well as their main outcomes and any relevant points of interest. At least 30 professional photographs (jpg format) of the exchange visit activities included.	5 Dec 2018

5. Requirements from the Contractor

Minimum requirements:

The qualifications that make the Contractor eligible for this assignment are:

- Must be an officially registered legal entity in the proposed, wine producing exchange visit destination country
- Has at least 5 years of experience in working with different stakeholders in the agricultural sector
- Has at least 3 years of proven experience in collaborating with international organizations
- Has experience in hosting at least two exchange visits/study tours

The Contractor's employee who will accompany the group should meet the following requirements:

- University degree in agronomy, agricultural development, economics, business management or other field relevant for the assignment
- At least 2 years of experience in cooperating with international organizations (e.g. joint projects, conferences or events)
- At least 2 years of experience in coordinating, organizing and/or implementing conferences, events and/or visits
- Experience in organizing at least two exchange visits/study tours before
- Fluent in English

EVALUATION METHODOLOGY AND CRITERIA

1. Preliminary Evaluation

The preliminary evaluation is done to determine whether the offers meet the administrative requirements and Eligibility Criteria of the RFP. The standard eligibility criteria for suppliers wishing to engage in a contract are laid out below. Further information on doing business with UN Women/ how to become UN Women vendor can be found on [UN Women's website](#).

Legal Capacity: Bidders may be a private, public or government-owned legal entity or any association with legal capacity to enter into a binding Contract with the United Nations Entity for Gender Equality and the Empowerment of Women (UN Women).

Conflict of Interest: Bidders must disclose any actual or potential conflict of interest and they shall be deemed ineligible for this procurement process unless such conflict of interest is resolved in a manner acceptable to UN Women. Conflict of interest is present when:

- A Bidder has a close business or family relationship with a UN Women personnel who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract;
- A Bidder is associated, or has been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UN Women to provide consulting services for the preparation of the design, specifications, Terms of Reference, and other documents to be used for the procurement of the goods, services or works required in the present procurement process;
- A Bidder has an interest in other bidders, including when they have common ownership and/or management. Bidders shall not submit more than one bid, except for alternative offers, if permitted. This will result in the disqualification of all bids in which the Bidder is involved. This includes situations where a firm is the Bidder in one bid and a sub-contractor on another; however, this does not limit the inclusion of a firm as a sub-contractor in more than one bid.

Failure to disclose any actual or potential conflict of interest may lead to the Bidder being sanctioned further by UN Women.

Ineligibility Lists: A Bidder shall not be eligible to submit an offer if and when at the time of quotation submission, the Bidder:

- is included in the Ineligibility List, hosted by [UNGM](#), that aggregates information disclosed by Agencies, Funds or Programs of the UN System;
- is included in the [Consolidated United Nations Security Council Sanctions List](#), including the [UN Security Council Resolution 1267/1989 list](#);
- is included in any other Ineligibility List from a UN Women partner and if so listed in the RFP Instructions;
- is currently suspended from doing business with UN Women and removed from its vendor database(s).

Code of Conduct: All Bidders are expected to embrace the principles of the [United Nations Supplier Code of Conduct](#), reflecting the core values of the Charter of the United Nations. UN Women also expects all its suppliers to adhere to the principles of the [United Nations Global Compact](#) and recommends signing up to the [Womes Empowerment Principles](#).

Other Formal Requirements:

- Offers are signed by an authorized party, including Power of Attorney if stipulated;
- The offer is submitted as per the instructions to proposers: 4.1 and detailed in the PIS above;
- The offer is valid;
- The offer is complete and eligible.

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

A two-stage procedure will be utilized in evaluating the proposals; the technical proposal will be evaluated with a minimum pass requirement of **490** of the obtainable **700** points assigned for technical proposal. A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of **490** of the obtainable score of **700** points prior to any price proposal being opened and compared. The financial proposal will be opened only for those entities whose technical proposal achieved the minimum technical threshold of **490** of the obtainable score of **700** points and are determined to be compliant. Non-compliant proposals will not be eligible for further consideration.

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

Technical proposal: 700

Financial proposal: 300

Total number of points: 1000

Evaluation of financial proposal:

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

A formula is as follows:

$$p = y (\mu/z)$$

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

μ = price of the lowest priced proposal

z = price of the proposal being evaluated

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

Evaluation of technical proposal:

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

1.0 Expertise and Capability of Proposer		Points obtainable
Expertise of organization submitting proposal		
1.1	<u>Organizational Architecture</u> Registered legal entity in the proposed, wine producing exchange visit destination country	10
1.2	At least 5 years of experience in working with different stakeholders in the agricultural sector, and at least 3 years of proven experience in collaborating with international organizations	100
1.3	Experience in hosting at least two exchange visits/study tours	50
1.4	Demonstrated specialized knowledge of agritourism and viticulture/wine production sectors	50
1.5	General Organizational Capability which is likely to affect performance (i.e. size of the organization, strength of management support)	50
1.6	Quality assurance procedures, warranty	20
	Subscore	280
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	100
2.2	Management Services – Timeline and deliverables	100
2.3	Environmental Considerations: Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder’s practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g. use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures.	10
Subscore		210
3.0 Resource Plan, Key Personnel		Points obtainable
Qualification and competencies of the personnel		
3.1	University degree in agronomy, agricultural development, economics, business management or other field relevant for the assignment	30
3.2	At least 2 years of experience in cooperating with international organizations (e.g. joint projects, conferences or events)	50
3.3	At least 2 years of experience in coordinating, organizing and/or implementing conferences, events and/or visits	50
3.4	Experience in organizing at least two exchange visits/study tours before	50
3.5	Fluent in English	30
Subscore		210
TOTAL		700

A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of 490 points (70%) of the obtainable score of 700 points for the technical proposal.

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 half page value statement indicating why they are most suitable to carry out the assignment.

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

Section 1.0: Expertise and Capability of Proposer
<p><u>Organizational Architecture</u></p> <ul style="list-style-type: none"> • Background: Provide a brief description of the organization submitting the proposal, including if relevant the year and country of incorporation, types of activities undertaken, and approximate annual revenue. • Financial capacity: The Proposer shall demonstrate its financial capacity and reliability with regard to the requirements of the Terms of Reference, which can be established by supporting documentation including for example the most recent Audited Financial Statements duly certified by a public accountant.
<p><u>Adverse judgments or awards</u></p> <ul style="list-style-type: none"> • Include reference to any adverse judgment or award.
<p><u>General Organizational Capability</u></p> <ul style="list-style-type: none"> • 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.

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.

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.

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 another 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 undertaking the goods/services/works	Reference Contact Details (Name, Phone, Email)
1-					
2-					
3-					

Section 2.0: Proposed Work Plan and Approach

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

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

Environment-related approach to the service/work required

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

Section 3.0: Resource Plan, Key Personnel

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.

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:	
Citizenship:	
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)	

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.

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 by Resources

The proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UN Women shall use the cost breakdown in order to assess value for money as well as the calculation of price in the event that both parties agreed to add new deliverables to the scope of services.

Description	Quantity	Number of Unit	Unit Cost (USD)	Total Cost (USD)
Team Leader	1 person	Day/week/month		
Team Member(s) – please ensure coverage of all target municipalities	XX person	Day/week/month		
Operational cost Please detail the following: 1. Estimated return tickets for travel (if any) 2. Accommodation and other expenses away from home (if any) 3. Local transportation 4. Any relevant overhead costs (report preparation, communication, stationary, etc.)	1 lump sum 1 lump sum 1 lump sum 1 lump sum			
Technical assistance and capability building (training, working group meeting, workshop)	1 lump sum			
Publication (seminar/launching of the report, printing, etc.)				
TOTAL				

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

Signature of Financial Proposal

The Financial Proposal should be authorized and signed as follows:

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

(Name of Organization)

Signature/Stamp of Entity/Date

Name of representative: _____

Address: _____

Telephone: _____

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: *[insert UN Women
Address, City, Country]*

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

UN WOMEN MODEL FORM OF CONTRACTS AND GENERAL CONDITIONS OF CONTRACTS

UN Women forms of contracts and General Conditions can be accessed at:

**UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN
(UN-WOMEN)**

[INSERT UN WOMEN REGIONAL OR COUNTRY OFFICE ADDRESS]

SHORT FORM *DE MINIMIS* CONTRACT FOR SERVICES No. [INSERT NUMBER]

**[PLEASE NOTE THAT THE SHORT FORM *DE MINIMIS* CONTRACT NUMBER MUST BE
QUOTED ON ALL RELEVANT CORRESPONDENCE AND INVOICES]**

This Contract is made on [DATE] between the UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN, a composite entity of the United Nations established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010, with its Headquarters at 220 East 42nd Street, New York, NY 10017, USA (“UN-WOMEN”) and [OFFICIAL NAME OF COMPANY], duly incorporated or organized under the laws of [COUNTRY], with its registered offices at [ADDRESS], company registration number [INSERT NUMBER] (“Contractor”). Both hereinafter separately and jointly referred to as the “Party” or the “Parties”, respectively.

This document together with Annex A (*Special Conditions*), Annex B (*General Conditions of Contract for De Minimis Contracts*), and Annex C (*Terms of Reference*) (“Contract Documents”) constitute the entire agreement between the Parties with regard to the subject matter hereof (“Contract”). The documents comprising this Contract are complementary of one another, but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply: first this document, second Annex A, third Annex B, and fourth Annex C.

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

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

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

The Services. The Contractor shall provide the following services (the “**Services**”) in accordance with the terms and conditions set forth in this Contract, as more particularly described in Annex C. *[Insert details of the nature of the services being procured, the purpose of the Services, how the Services are intended to assist UN-Women’s applicable project, why the Services are required, including any deliverables (“Deliverables”) to be provided by the Contractor. For example, Deliverables may include interim reports, final reports, etc].*

Quality standards. The Contractor shall provide the Services [in accordance with // to meet] the following quality standards: *[if applicable, insert the details of the applicable quality standards, if any, to which the Services must be provided.]*

Contract Price and Payment Terms: In full consideration for the complete, satisfactory and timely performance by the Contractor of its obligations under this Contract, UN-Women shall pay the Contractor: *[insert either option]* [OPTION 1: a total fixed fee of US\$_____ in instalments of [US\$_____] as set forth below] OR [OPTION 2: fees for the provision for the Services at the rates as set forth below].

[Insert details of the Contract price, whether it be lump sum or on a time and materials. Insert frequency of payment, for example, upon satisfactory completion and delivery of the final report to UN-Women and after [acceptance by UN-Women // certification by UN-Women that the] Services have been performed and the expected outputs have been satisfactorily provided.

Contractor’s bank account for payments under this Contract (*see* Article 1 of the Special Conditions, Annex A).

Name of bank: _____;

Bank address: _____;

Bank ID (SWIFT/BIC for non-US bank and ABA number for US bank)

Account No. or IBAN: (IBAN if the bank is within EU/EEA)

BSB: _____

Bank account title/name: _____ **[Must be in the name of the Contractor.]**

Currency of payment: _____

Currency of bank account: _____

Type of account: _____ (Checking or Savings)

Routing instructions: _____ (if necessary)

Term of Contract: This Contract shall take effect on the date the Parties have signed this Contract, or if the Parties have signed it on different dates, the date of the latest signature. This Contract shall remain in effect until *[insert date]*.

Notices:⁸

For the Contractor:

[Insert company name]

[Insert address for Notices to be sent to]

Attention: *[Insert contact person name and title]*

Tel: *[insert telephone number]*

For UN-Women:

UN-Women

[Insert address for Notices to be sent to]

Attention: *[Insert contact person name and title]*

Tel: *[insert telephone number]*

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

FOR [NAME OF CONTRACTOR]

FOR UN-WOMEN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

⁸ Please note that email addresses could be included in the description of the Services section for operational matters; not for receipt of Notices under the Contract for contract administration matters.

CONTRACTOR RETAINS 1 ORIGINAL CONTRACT AND RETURNS TO UN WOMEN 1 DULY SIGNED AND DATED ORIGINAL.

ANNEX A SPECIAL CONDITIONS

1. PAYMENT TERMS

1.1 The Contractor shall submit to UN-WOMEN an original copy of its invoices for all Services supplied to UN-WOMEN in accordance with this Contract, together with such supporting documentation and details as the UN-WOMEN may require.

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

1.3 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, in accordance with Article 1.2 above, 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.

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

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

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

2. PERFORMANCE OF THE SERVICES

2.1 The Contractor and its personnel shall perform the Services under this Contract with the necessary care and diligence, and in accordance with the highest professional standards and with all laws, ordinances, rules and regulations bearing upon the performance of the obligations under the Contract. Except as expressly provided in the Contract, (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; and (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. REPRESENTATIONS AND WARRANTIES

3.1 The Contractor represents and warrants that:

- (a) it is duly organized, validly existing and in good standing;
- (b) it has all necessary power and authority to execute and perform this Contract;
- (c) the execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;
- (d) this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;
- (e) all of the information it has provided to the UN concerning the provision of the Services pursuant to this Contract is true, correct, accurate and not misleading;
- (f) it is financially solvent and is able to provide the Services to the UN in accordance with the terms and conditions of the Contract;
- (g) the Contractor shall not infringe nor cause UN-WOMEN to infringe any intellectual property or other proprietary rights of any third party; and
- (h) for itself and for the Personnel, parent entities, affiliates or subsidiaries (if any), none of them are engaged in the provision of support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UN-WOMEN hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>. This provision must be included in all sub-contracts which may be entered into under this Contract, in accordance with the provisions of this Contract.

The Contractor acknowledges and agrees that each of the representations and warranties set forth in this Article constitutes an essential term of the Contract and that any breach of any of these representations and warranties shall entitle UN-WOMEN to terminate the Contract or any other contract with UN-WOMEN immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

4. INSPECTION

4.1 UN-WOMEN, or its authorized agent, reserves the right to review and inspect at any time all Services performed or being performed (including the preparation of deliverables) by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the term of this Contract, and Contractor shall provide UN-WOMEN access for the purpose of such inspection.

5. NON-EXCLUSIVE REMEDIES

5.1 If any Services performed by the Contractor do not conform to the requirements of this Contract, and/or in the event that the Contractor fails to comply with any condition of the Contract, without prejudice to and in addition to any of UN-WOMEN's other rights and remedies under this Contract or otherwise, UN-WOMEN shall (after giving the Contractor reasonable notice to perform) have the following options, to be exercised in its sole discretion:

5.1.1 procure all or part of the Services from other sources;

5.1.2 refuse to accept delivery of all or part of the Services; or

5.1.3 terminate the Contract in accordance with Article 13.1,

and the Contractor shall be liable by reason of default for any loss or damage sustained and additional costs incurred by UN-WOMEN, including without limitation any increase in the price payable by UN-WOMEN resulting from the procurement of the Services from other sources. UN-WOMEN may, without notice to the Contractor, apply to the payment of any such loss, damage or additional costs, by setoff or otherwise, all credits, claims or other amounts, whether or not related to the Contract, at any time owing by UN-WOMEN to the Contractor. No grant of time to the Contractor to cure a default hereunder, nor any delay or failure by UN-WOMEN to exercise any other right or remedy available to UN-WOMEN under the Contract, shall prejudice any rights or remedies available to UN-WOMEN under the Contract or be deemed a waiver thereof. The rights and remedies herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

6. TRANSLATION

6.1 The Parties shall sign this Contract in English. If the Parties decide to sign this Contract in English and in another language, the Parties shall sign two originals in each language, which shall be equally authentic. In case of a conflict between the originals in the English language and the other language, the English language text shall prevail.

7. NOTICES

7.1 Service of any notice referred to in the Contract or arising from it shall be deemed to be valid if sent by registered mail or by hand against authorised signature on receipt, to the address of the Party concerned as set forth in the Contract.

8. MISCELLANEOUS

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

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

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

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

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

8.6 This Contract and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. No other person shall be a third party beneficiary hereof or have or be entitled to assert rights or benefits hereunder.

– oOOo –

ANNEX B

GENERAL CONDITIONS OF CONTRACT FOR *DE MINIMIS* CONTRACTS

CONTRACTS 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.
- UN-WOMEN CONTRACTS FOR THE PROVISION OF SERVICES**
- 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 UNWOMEN 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 UNWOMEN, 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. UNWOMEN 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 UNWOMEN 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 UNWOMEN 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 UNWOMEN 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 UNWOMEN 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 UNWOMEN 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, UNWOMEN 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 UNWOMEN 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 UNWOMEN 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 UNWOMEN, 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 UNWOMEN 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

UNWOMEN. 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.

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ANNEX C: TERMS OF REFERENCE

[DELETE WHICHEVER OPTION IS NOT APPLICABLE AND DELETE THIS NOTE IN FINAL TEXT. FOR EXAMPLE, IF A FULL DESCRIPTION OF THE SERVICES HAS BEEN INCLUDED IN THE FIRST TWO PAGES OF THE CONTRACT DOCUMENT, THERE IS NO NEED TO REPEAT IT HERE.]

[OPTION 1:]

[INCLUDE, HERE, A FULL DESCRIPTION OF THE SERVICES, INCLUDING QUALITY STANDARDS, NATURE OF THE SERVICES BEING PROCURED, CONDITIONS TO BE FULFILLED, TERMS OF PERFORMANCE, A DETAILED DESCRIPTION OF ANY DELIVERABLES TO BE DEVELOPED AND PROVIDED TO UN-WOMEN, ETC.]

[OPTION 2:]

THIS ANNEX C IS NOT APPLICABLE.

JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

(to be completed and returned with your technical proposal)

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

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

Signatures of all partners/authorized representatives:

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

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

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