

**Request for Proposal**

**Reference No.: RFP MAK2018-02-06**

**Supporting UN Women communications and advocacy efforts to advance gender equality and promote gender responsive policy making**

 [6 February 2018]

Dear Sir/Madam,

**Subject**: UN Women communications and advocacy efforts to advance gender equality and promote gender responsive policy making.

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) plans to procure Enhancing CSOs’ capacities to prepare gender budget watch dog reports at local level as described in this Request for Proposal and its related annexes. UN Women now invites sealed proposals from qualified proposers for providing the requirements as defined in these documents.
2. In order to prepare a responsive proposal, you must carefully review, and understand the contents of the following documents:
* This letter (and the included Proposal Instruction Sheet (PIS)
* Instructions to Proposers (Annex 1):
* Terms of Reference (TOR) (Annex 2)
* Evaluation Methodology and Criteria (Annex 3)
* Format of Technical Proposal (Annex 4)
* Format of Financial Proposal (Annex 5)
* Proposal Submission Form (Annex 6)
* Voluntary Agreement for to Promote Gender Equality and Women’s Empowerment (Annex 7)
* Proposed Model Form of Contract (Annex 8)
* General Conditions of Contract (Annex 9)
* Joint Venture/Consortium/Association Information Form (Annex 10)
* Submission Checklist (Annex 11)
1. The Proposal Instruction Sheet (PIS) -below- provides the requisite information (with cross reference numbers) which is further detailed in the Instructions to Proposers – Annex I.

**PROPOSAL INSTRUCTION SHEET (PIS)**

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

|  |  |  |
| --- | --- | --- |
| **Cross Ref. to Annex I**  | **Instruction to Proposers**  | **Specific Requirements as referenced in Annex I**  |
| 4.2 | **Deadline for Submission of Proposals**  | Date and Time: **19th of February 2018, 19:00h.**City and Country: **Skopje, the former Yugoslav Republic of Macedonia** This is an absolute deadline. Any proposal received after this date and time will be disqualified.  |
| 4.1  | **Manner of Submission**  | [x]  Personal Delivery/ Courier mail/ Registered Mail[ ]  Electronic submission of Proposal |
| 4.1 | **Address for Proposal Submission** | [x]  Personal Delivery/ Courier mail/ Registered Mail:**UN Women Skopje Office****Blvd. VMRO 7/10****1000 Skopje****R. Macedonia**“NOT TO BE OPENED BY REGISTRY” |
| 3.1 | **Language of the Proposal:**  | [x]  English [ ]  French [ ]  Spanish [ ]  Other (pls. specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| 3.4.2 | **Proposal Currencies**  | Preferred Currency: [x] MKD  |
| 3.5  | **Proposal Validity Period** commencing after the deadline for submission of proposals (see 4.2 above)  | **90 days** |
| 2.4 | **Clarifications of solicitation documents**  | Requests for clarification shall be submitted 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: **procurement.mk@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.**The e-mail address above is for clarifications ONLY.** **IMPORTANT: Do not send or copy the e-mail address above while submitting a proposal. Doing so will disqualify your proposal.** |
| 2.5 | **Pre-Proposal/Bid Meeting**  | [x]  Not applicable[ ]  Mandatory:[ ]  Optional: |
| 3.2 | **Waiver & Release of Indemnity (If there is a site visit/inspection)** | [x]  Not RequiredNo site inspections/visits are necessary and therefore a waiver/release of indemnity is not required.[ ]  RequiredReturn this Waiver to UN Women in advance of the site inspection, to the contact below;email to: \_\_\_\_\_\_\_\_\_\_  |

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

Yours sincerely,

*Dominika Stojanoska*

*Head of Office/Gender Specialist*

 **Annex 1**

Instructions to Proposers

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**1. INTRODUCTION**

1.1 General

1. Proposers are invited to submit a Proposal for the goods/services/works described in the Terms of Reference (TOR) (Annex II), in accordance with these Solicitation Documents in the form of a Request for Proposal (RFP). All correspondence in relation to this RFP shall be sent to the contact address set out in the Proposal Instruction Sheet (PIS) found in the Invitation Letter.
2. Proposers must strictly adhere to all the requirements of the RFP. No changes, substitutions or other alterations to the requirements stipulated in the RFP may be made unless in writing by UN Women.
3. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by the RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in and requirements of the RFP.
4. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UN Women. No binding contract, including a process contract or other understanding or arrangement will exist between the Proposer and UN Women and nothing in or in connection with this RFP shall give rise to any liability on the part of UN Women unless and until the Contract is signed by UN Women and the successful Proposer. UN Women is under no obligation to award a contract to any Proposer as a result of the RFP.
5. UN Women may, at its discretion, cancel the requirement in part or in whole.
6. UN Women implements a policy of zero tolerance on proscribed practices, including fraud[[1]](#footnote-2), corruption[[2]](#footnote-3), collusion[[3]](#footnote-4), unethical practices[[4]](#footnote-5), and obstruction[[5]](#footnote-6). UN Women is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UN Women as well as third parties involved in UN Women activities. UN Women therefore:

(i) will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;

(ii) will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a UN Women contract;

(iii) will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a UN Women contract;

(iv) will normally requires a UN Women vendor to allow UN Women, or any person that UN Women may designate, to inspect or carry out audits of the vendor’s accounting records and financial statements in connection with the contract.

1. All Proposers must adhere to the [UN Supplier Code of Conduct](http://www.un.org/depts/ptd/pdf/conduct_english.pdf), which may be found at this link: <http://www.un.org/depts/ptd/pdf/conduct_english.pdf>
2. Information relating to the examination, evaluation, and comparison of Proposals and the recommendation of contract award shall be treated with appropriate confidentiality. Except as otherwise set out herein, UN Women shall not disclose information to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

1.2 Eligible Proposers

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

UN Women encourages Proposal submissions from women led/owned qualified organizations and from developing countries/regions.

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

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

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

1.3 Cost of Proposal

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

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

**2. SOLICITATION DOCUMENTS**

2.1 Contents of Sollicitation Documents

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

2.2 Proposers’ Responsibility to Inform Themselves

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

1. Review the solicitation documents to ensure they have a complete copy;
2. Examine and fully inform themselves in relation to all aspects of the solicitation documents, including the proposed model form of Contract and all documents included or referred to in the RFP;
3. Obtain and examine all other information relevant to the goods/services/works and the TOR available on reasonable enquiry;
4. Verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or any discussion with UN Women, its employees or agents;
5. Attend any Pre-Proposal Meeting that is mandatory under this RFP;
6. Fully inform and satisfy themselves as to the requirements of any relevant authorities and laws that apply or may in the future apply to the provision of the requested goods/services/works; and
7. Form their own assessment of the nature and extent of the goods/services/works requested and properly account for all the services in their Proposal.

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

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

2.3 Errors or Omissions

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

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

2.4 Clarification of Solicitation Documents

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

2.5 Pre-Proposal Meeting

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

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

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

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

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

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

2.6 Amendments of Solicitation Documents

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

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

In order to afford prospective Proposers reasonable time, the UN Women procuring entity may, at its discretion, extend the deadline for the submission of Proposals, in accordance with [Clause 4.2](file:///C%3A%5CUsers%5Caleksandar.efremov%5CDocuments%5CDocs%5CRfP%5C01.08.17%20-%20RfP_July%202017-Mapping%20study%20on%20social%20vulnerabilities%20and%20exclusion%20at%20local%20level%20from%20a%20gender%20perspective_AE.docx#_Deadline_for_submission).

**3. PREPARATION OF PROPOSALS**

3.1 Language of the Proposal

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

3.2 Documents Comprising the Proposal

The Proposer is required to complete, sign, and submit the following documents; **in addition to the hard copy, please also provide the information on USB memory stick.**

1. *Proposal submission form*. Duly signed and dated with the proper authorization for the person signing the Proposal, indicated by written power of attorney;
2. *Technical Propos*al, including documentation to demonstrate that the Proposer meets all requirements;
3. *Joint Venture, Consortium/Associations Form.* In the case of a joint venture, consortium/association, the relevant form indicated in the invitation letter must be completed, signed and submitted along with the Technical Proposal;
4. *Financial Proposal*; *(Submitted in a separate envelope and provided also on a* ***separate USB memory stick****)*
5. *Proposal Security* (if applicable); and
6. *Performance security* (if applicable).

3.3 Technical Proposal

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

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

**3.3.1 Expertise and Capability of Proposer**

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

**3.3.2 Proposed work plan and approach**

The Proposer shall demonstrate its responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

**3.3.3 Resource Plan, key personnel**

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

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

It is mandatory that the Proposer’s Proposal numbering system corresponds with and cross-references the numbering system used in the “Format of Technical Proposal,” Annex IV. References to supporting documentation, including descriptive material and brochures should be included in the text of the Proposal and the supporting documentation attached as annexes to the Proposal Information which the Proposer considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

**3.4 Financial Proposal**

3.4.1 Proposal prices

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

3.4.2 Proposal currencies

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

**3.5 Proposal Validity Period**

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

**3.6 Format and Signing of Proposals**

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

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

**3.7 Payment**

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

**3.8 Joint Venture, Consortium/Association**

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

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

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

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

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

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

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

**3.9 Proposal Security**

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

1. If the Proposer withdraws itsProposal after the deadline for submission, or;
2. In the case the successful Proposer fails to:
	1. sign the Contract resulting from this RFP process in accordance with the terms and conditions set forth in this RFP, including if applicable, for variation of requirement, as per RFP [Clause 7.2](file:///C%3A%5CUsers%5Caleksandar.efremov%5CDocuments%5CDocs%5CRfP%5C01.08.17%20-%20RfP_July%202017-Mapping%20study%20on%20social%20vulnerabilities%20and%20exclusion%20at%20local%20level%20from%20a%20gender%20perspective_AE.docx#_7.2_UN_Women); or
	2. furnish Performance Security, comply with insurances requirements, or other documents that UN Women may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

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

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

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

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

**4. SUBMISSION OF PROPOSALS**

4.1 Sealing and Marking of Proposals

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

The Financial Part and the Technical Part of proposals MUST BE COMPLETELY SEPARATED into two separate envelopes.

A) **Mail/courier/personal delivery**: The Financial Part and the Technical Part of proposals MUST BE COMPLETELY SEPARATED into two separate envelopes and each of them must be sealed individually and **clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”**, as appropriate. These two envelopes can then be placed into a single envelope. The Proposals are to be delivered to and marked as follows;

UN WOMEN Office

**Blvd. VMRO 7/10**

**1000 Skopje, FYR Macedonia**

**RFP MAK2018-02-06**

NOT TO BE OPENED BY REGISTRY OFFICE

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

UN WOMEN

**Blvd. VMRO 7/10**

**1000 Skopje, FYR Macedonia**

Submission 1 of 2: (name of Proposer)

***Technical Proposal***

UN WOMEN

**Blvd. VMRO 7/10**

**1000 Skopje, FYR Macedonia**

Submission 2 of 2: (name of Proposer)

***Financial Proposal***

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

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

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

4.2 Deadline for submission of Proposals

Proposals must be received by the UN Women procuring entity at the address specified in the PIS no later than the time and date specified in the PIS. Proposals received later shall be disqualified. It shall be the sole responsibility of the Proposers to ensure that their Proposal is received before the deadline. Proposers are reminded that it can take some time to transmit the files via e-mail so they should submit their proposal well before the deadline.

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

4.3 Modification and Withdrawal of Proposals

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

The Proposer’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of [Clause 4.1: Sealing and Marking of Proposals](file:///C%3A%5CUsers%5Caleksandar.efremov%5CDocuments%5CDocs%5CRfP%5C01.08.17%20-%20RfP_July%202017-Mapping%20study%20on%20social%20vulnerabilities%20and%20exclusion%20at%20local%20level%20from%20a%20gender%20perspective_AE.docx#_4.1_Sealing_and). The withdrawal notice may also be sent by e-mail but must be followed by a signed confirmation copy.

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

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

**5. OPENING AND EVALUATION OF PROPOSALS**

5.1 Opening of Proposals

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

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

5.2 Confidentiality

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

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

5.3 Clarification without Material Deviation

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

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

1. affect in any substantial way the scope, quality, or performance of the requested services in the RFP; or,
2. propose to limit in any substantial way the rights and obligation of the parties; or,
3. if rectified, would unfairly affect the competitiveness of other proposals.

5.4 Preliminary Examination

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

1. The Proposal is incomplete (i.e., does not include all required information and documents as specified in the PIS, [Section 3: Preparation of Proposals](file:///C%3A%5CUsers%5Caleksandar.efremov%5CDocuments%5CDocs%5CRfP%5C01.08.17%20-%20RfP_July%202017-Mapping%20study%20on%20social%20vulnerabilities%20and%20exclusion%20at%20local%20level%20from%20a%20gender%20perspective_AE.docx#_3._PREPARATION_OF)), frivolous, or contains material deviations from or reservations to the RFP including any documentation contained therein;
2. The Proposer is not eligible as per [Clause 1.2: Eligible Proposers](file:///C%3A%5CUsers%5Caleksandar.efremov%5CDocuments%5CDocs%5CRfP%5C01.08.17%20-%20RfP_July%202017-Mapping%20study%20on%20social%20vulnerabilities%20and%20exclusion%20at%20local%20level%20from%20a%20gender%20perspective_AE.docx#_1.2_Eligible_Proposers);
3. The Proposal has not been duly signed and/or not signed on the relevant signature-blocks;
4. The validity of the Proposal is not in accordance with the requirements of the RFP [Clause 3.5: Proposal Validity](file:///C%3A%5CUsers%5Caleksandar.efremov%5CDocuments%5CDocs%5CRfP%5C01.08.17%20-%20RfP_July%202017-Mapping%20study%20on%20social%20vulnerabilities%20and%20exclusion%20at%20local%20level%20from%20a%20gender%20perspective_AE.docx#_3.5_Proposal_Validity);
5. [If required as per solicitation documents ] The Proposal Security is not submitted or does not meet requirements;
6. The Technical and Financial Proposals have not been submitted separately;
7. The pricing information is included in the Technical Proposal;
8. Proposer failed to attend a mandatory Pre-Proposal meeting, if required;
9. Proposals and modification to Proposals submitted to any other address or location, or copied to an e-mail address other than the address specified under [Section 4: Submission of Proposals](file:///C%3A%5CUsers%5Caleksandar.efremov%5CDocuments%5CDocs%5CRfP%5C01.08.17%20-%20RfP_July%202017-Mapping%20study%20on%20social%20vulnerabilities%20and%20exclusion%20at%20local%20level%20from%20a%20gender%20perspective_AE.docx#_4.__SUBMISSION_1).
10. Proposal sent via the correct route after having been sent incorrectly.

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

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

**6. EVALUATION METHODOLOGY AND CRITERIA**

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

**7. AWARD OF CONTRACT**

7.1 Award criteria

The UN Women procuring entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without any obligation to provide any notice, explanation or justification therefore.

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

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

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

7.3 Signing of the contract

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

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

7.4 Performance Security

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

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

7.5 Vendor Protest

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

Proposers, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UN Women Internal Audit and Investigations Group (IAIG) as well as with other investigations authorized by the Executive Director and with the UN Women Ethics Office as and when required. Such cooperation shall include, but not be limited to the following: access to all employees, representatives, agents and assignees of the Proposer; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UN Women to repudiate and terminate the contract, and to debar and remove the supplier from UN Women’s list of registered suppliers.

**ANNEX 2**

 TERMS OF REFERENCE (TOR)

**Supporting UN Women communications and advocacy efforts to advance gender equality and promote gender responsive policy making**

**Starting date:**  **22 February 2018**

**Expected duration of assignment: 30 May 2018**

**I. Background**

UN Women, grounded in the vision of equality enshrined in the Charter of the United Nations, works for the elimination of discrimination against women and girls; the empowerment of women; and the achievement of equality between women and men as partners and beneficiaries of development, human rights, humanitarian action and peace and security. Placing women's rights at the centre of all its efforts, the UN Women leads and coordinates United Nations system efforts to ensure that commitments on gender equality and gender mainstreaming translate into action globally. It provides strong and coherent leadership in support of Member States' priorities and efforts, building effective partnerships with civil society and other relevant actors.

UN Women has triple mandate to work on supporting member states to fulfill normative commitments, and it is focusing its programmatic work around five thematic areas:

increasing women’s leadership and participation;

ending violence against women;

engaging women in all aspects of peace and security processes;

enhancing women’s economic empowerment;

making gender equality central to national development planning and budgeting.

Over the past years, through the regional project “Promoting Gender Responsive Polices in South-East Europe and the Republic of Moldova”, UN Women has provided extensive support to national and local stakeholders to strengthen democratic governance and advance women’s rights through initiatives aimed at mainstreaming gender in policy planning and budgeting. As result, gender responsive budgeting has increasingly been recognized as important tool for advancing gender equality in Albania, Bosnia and Herzegovina (BiH), FYR Macedonia and the Republic of Moldova.

UN Women Programme Office in Former Yugoslav Republic of Macedonia (FYR Macedonia), in line with its priorities set in the UN Women strategic plan and in the UN Partnership for Sustainable Development, is coordinating the UNCT on gender equality, supports the country on the normative commitments and is working in two thematic areas – governance, participation and leadership and ending violence against women. In fulfilling its mandate, UN Women is cooperating with UN, the government and the CSOs to advocate for women’s empowerment and advancement for gender equality.

In addition to its programmatic work, UN Women Programme Office in FYR Macedonia supports communication and advocacy efforts conveying UN Women key messages, results and achievements to general public, partners, collaborators and gender advocates and experts.

**II. Objective**

UN Women Programme Office in FYR Macedonia is opening Request for Proposals to deliver specific services in support of the organisation of two key events in the first half of 2018: 1) marking of the International Women’s Day (IWD), 8th March 2018, and 2) organization of a high-level Gender Responsive Budgeting Conference (tentatively last week of April 2018).

The overall objectives of this request for proposals are:

1. **To increase visibility of UN Women work by developing and executing short-term earned media strategy**, with aim to reach out to general public and stakeholders, in line with UN Women key messages for the occasion on:

a) International Women’s Day, 8th March;

b) high-level Conference on Gender Responsive Budgeting (GRB), in Skopje, tentatively last week of April 2018.

Target audience: regional, national and local authorities, civil society, international organizations, general public, media outlets.

1. **To develop an effective brand identity** for:

a) International Women’s Day celebration, 8th March;

b) high-level GRB Conference (Skopje, tentatively last week of April 2018).

Target audience: regional, national and local authorities, civil society, international organizations, general public (up to 80 participants).

1. To facilitate the technical arrangements and implementation of the above events (see below for further specifications)

**III. Justification**

With the aim to increase visibility of its efforts to advance gender equality, empower women and promote gender responsive policy making and budgeting, UN Women will host the following events in the first quarter of 2018:

1. Marking of the 2018 International Women’s Day (IWD), 8th March – development of advocacy/outreach activities in line with the global motto of the IWD “Time is now, rural and urban activists transformin women’s lives”. UN Women will support a social media/outreach campaign in line with the global motto, based on the creative proposals received. The motto should be contextualized locally by focusing on challenging existing gender norms, stereotypes and beleifs.
2. Support the organization of a full-day event in collaboration with the City of Skopje, in the frameworks of the joint initiative “Women’s Rights Nights”. The event will take place on the 8th March and will be consisted of an exhibition of women artists, screening of a movie followed by a debate and a concert, all taking place at one venue. “Women’s Rights Nights” is an annual 8th March event initiated by UN Women Programme office in FYR Macedonia 9 years ago.

The event will gather local self-government representatives, women’s and human rights activists, students, NGOs, and general public.

1. High-level Conference on Gender Responsive Budgeting – 2-day high level event that will bring together GRB practitioners, Government stakeholders and experts from the region and the EU countries championing on GRB. The conference will take place on last quarter of April, in Skopje. The main goals of the conference are: a) to strengthen UN Women’s position as the leader in developing and sustaining GRB interventions in the region; b) to serve as platform for exchange of knowledge and experience on GRB in the region and among EU champion countries

**A briefing session to answer all questions will be organized on Wednesday, 7th February 2018, at 11:00 hrs in the UN Women Skopje Office.**

|  |  |
| --- | --- |
| **Deliverables** | 1. **Develop and execute a concept proposal for the visual brand identity for “Women’s Rights Nights”** (Deliverable 1)
* Full branding of the venue premises (Youth Cultural Centre, already provided by our partner, the City of Skopje)

**Please submit 1 creative design solution for the branding premises (Youth Cultural Centre), with written explaination and draft design idea on paper, using “Women’s Rights Nights” logo and information that you can find online (https://www.womensrightsnights.net/).** Please feel free to be innovative with branding and overall look of the premises.* Design and produce PR materials

**Agenda for the event “Women’s Right Nights”-** Design and produce agenda for the event. The content for the agenda – text and images – will be provided by UN Women Programme office in FYR Macedonia. UN Women, in cooperation with the City of Skopje, has already developed logo that was used for the purpose of this initiative in the past years and it should be incorporated in the design. The Agenda should have high quality design, printed in full color, with illustrations and pictures included, 1 pager, double sided print, in 3 languages – Macedonain (100 copies), Albanian (50 copies) and English (50 copies) and must follow UN Women branding guidelines and logo policy, to be provided by UN Women.**Please submit 1 creative design solution for the Agenda, with written explaination and draft design idea on paper, using “Women’s Rights Nights” logo and information that you can find online.** Please feel free to be innovative with design.**Catalogue for the exibition –** Annually, UN Women and the City of Skopje are supporting an exibition by women artists within the “Women’s Rights nights” initiative. This year, the exibition will take place on the 8th March in the Youth Cultural Centre. Therefore, we would require design and production of an exibition catalogue. The content for the catalogue – text and images – will be provided by UN Women and the City of Skopje. The catalogue should have high quality design, printed in full color, with illustrations and pictures included, 50 pages, double sided print, A4 format, in 1 language – Macedonain (200 copies), and must follow UN Women branding guidelines and logo policy.**Please submit 1 creative design solution for the Catalogue, with written explaination and draft design idea on paper, using “Women’s Rights Nights” logo and information that you can find online.** Please feel free to be innovative with design.* Cocktail (fingerfoods, water and non-alchocholic beverages, including catering service) for 100 people.
1. **Develop a concept proposal for the 2018 IWD social media campaign** (Deliverable 2)

**Please submit 1 creative concept proposal for the 2018 IWD social media campaign, with written explaination on this year’s global motto of the IWD “Time is now, rural and urban activists transformin women’s lives”, including additional information that you can find online.** Please feel free to be innovative with the concept proposal.1. **Develop a creative slogan for the celebration of 2018 IWD. Please submit 3 creative slogans for the 2018 IWD social media campaign, aligned to this year’s global motto of the IWD “Time is now, rural and urban activists transformin women’s lives”, with an inspiring call to people against harmful gender norms and stereotypes.** Please feel free to be innovative with the slogans. (Deliverable 2)
2. **Develop and execute a concept proposal for the visual brand identity for the high-level GRB Conference** (Deliverable 3)
3. Full branding of the venue premises, including set-up of the stage with possibility for screening videos and panel discussion arrangement (furniture).
4. Design and printing of PR materials (conference briefer/programme, invitations, branded folders (please see bellow the breakdown of budget for details on the printed materials).
5. Development of short PR animation video (max 60 sec).
6. HR support (contracting conferencier, as well as ensuring that there are two moderators per day).

**Please submit 1 creative design solution for the branding premises (hotel hall, to be provided by UN Women Programme office in FYR Macedonia), with written explaination and draft design idea on paper, using GRB related visuals and UN Women branding guidelines.****Additionally, please submit 1 visual concept (few Power Point slides) for the short PR animation video.** Please feel free to be innovative with branding and overall look of the premises and the PR animation video.For your reference: <https://www.youtube.com/watch?v=mquOclPJYPs> 1. **Support to the communications & advocacy management of the GRB regional conference** (Deliverable 3);
2. **Develop and execute a short term earned media strategy for the 2018 IWD and high level GRB Conference** (Deliverable 4)

The agency’s PR department is expected to implement effective media relations with all relevant national and local media, to ensure that as many media as possible will be present at the events and encourage the publishing of articles and reports to raise awareness on the topics, and deliver final media coverage summary report to UN Women.1. Final Report to UN Women, with overview on activities undertaken, results, challenges**,** including final conference proceedings reportand recommendations to UN Women (Deliverable 5).

UN Women will make the payments as per price schedule proposed and in line with expected deliverables: 1. First payment of 20% of the total amount will be paid upon successful completion of deliverables 1 & 2;
2. Second payment of 50% will be paid upon successful completion of deliverables 3 & 4;
3. Third payment of 30% will be paid upon successful completion of deliverables 5, and upon approval of final report by UN Women.
 |
|  | To respond to the objectives set in the ToR, the Contractor is expected to undertake the following tasks: * Create a concept note including:
1. visual brand identity for “Women’s Rights Nights”;
2. creative idea and slogans for the 2018 IWD social media campaign/outreach;
3. visual brand identity for the high level GRB conference;
4. development of a short term media strategy for the 2018 IWD and high level GRB Regional Conference.
* Deliver full branding for the “Women’s Rights Nights”;
* Execute concept proposal for the 2018 IWD social media campaign/outreach;
* Deliver full branding for the high level GRB Regional Conference and support communications and advocacy management;
* Execute a short term earned media strategy for the 2018 IWD, including “Women’s Rights Nights” and IWD, and high level GRB Regional Conference;
* Provide final report and final media coverage to UN Women on the assigned tasks and recommendations for future actions.
 |
| **Organizational capacities****Personnel / Qualifications** | The contractor engaged to undertake the assignment must fulfil the following requirements:***Required Professional Skills**** 1. Expert knowledge and professional experience in the area of campaigns, media and communication, graphic design and branding, and knowledge in videography and digital media;
	2. Substantial consultancy experience with a record of development and executing of earned media strategies;
	3. Proven experience in providing high-quality and creative design solutions to clients;
	4. Proven track record of projects in the field of governance, citizen participation, gender equality, women empowerment, human rights, social inclusion, or similar field;
	5. Experience of providing services to UN agencies or agencies engaged in the development sector would be an advantage;
	6. Ability to deliver within timelines provided.

***Subject Knowledge***1. Familiarity with gender equality issues in the country, in particular in the area of gender equality and with the concept of gender responsive budgeting;
2. Relevant knowledge of the socio-economic situation in the country;
3. Familiarity with recent trends in video production for development sector.

*Minimum Qualifications of the team leader* 1. University degree in media and communication, marketing and branding, videography, and/or other related area relevant for the assignment;
2. Minimum of 7 years of professional experience in the field of media and communication, marketing, branding and videography. Familiarity with gender equality issues and gender responsive budgeting would be considered an asset.
3. Minimum of 5 years of country based professional experience with media and communication, marketing, videography and events management;
4. Minimum of 5 years of experience in working on creative solutions in regards to branding and design and video production.
5. Language proficiency in both written and oral English and Macedonian.

*Minimum Qualifications of key experts (2)*1. University degree in media and communication, marketing and branding and/or other related area relevant for the assignment, such as design, fillming and videography, animation;
2. Minimum of 4 years of country based work experience in the field of media and communication, marketing and branding and/or other related area relevant for the assignment. Familiarity with gender equality issues and gender responsive budgeting would be considered an asset;
3. Relevant experience in printing promotional materials for campaigns and events;
4. Working knowledge of both English and Macedonian.
 |
| **Roles and responsibilities of the parties** | Registered for profit or not-for-profit entities are eligible to submit proposals. The Proposer must produce:Copies of the Registration Form and the Statute of the company/Institute/ NGOReferences of at least three relevant projects, implemented in the past three years (professional reference letters should be attached)CVs of proposed key personnel, including individual consultants/experts.  |
| **Timeframe and location**  | Expected duration of the contract is 22 February – 30 May 2018: * **Develop and execute a concept proposal for the visual brand identity for “Women’s Rights Nights”** (Deliverable 1) – by 25th February 2018
1. Full branding of the venue premises
2. Design and printing of PR materials – agenda and catalogue
3. Cocktail for max 100 people
* **Develop a concept proposal for the 2018 IWD social media campaign/outreach** (Deliverable 2) – by 25th February 2018
* **Develop 3 creative slogans for the celebration of 2018 International Women’s Day, aligned to this year’s global motto of the IWD “Time is now, rural and urban activists transformin women’s lives”, with an inspiring call to people against harmful gender norms and stereotypes** (Deliverable 2) – by 1st March 2018
* **Social media product for 2018 IWD** (Deliverable 2) – by 3rd March 2018
* **Develop and execute a concept proposal for the visual brand identity for high-level GRB Conference** (Deliverable 3) – by end of April 2018
1. Full branding of the venue premises
2. Design and printing of PR materials
3. Development of short PR animation video (30-60 sec)
4. HR support (contracting moderators/conferencier)
* **Support to communications & advocacy management of the high level GRB conference** (Deliverable 3) – by end of April 2018.
* **Develop and execute a short term earned media strategy for the 2018 IWD and high level GRB conference** (Deliverable 4) – by end of April 2018.

The agency’s PR department is expected to implement effective media relations with all relevant national and local media, to ensure that as many media as possible will be present at the events and encourage the publishing of articles and reports to raise awareness on the topics, and deliver final media coverage summary report to UN Women.* Final Report to UN Women, with overview on activities undertaken, results, challenges and recommendations for UN Women (Deliverable 5) – by 30 May 2018.
 |
| **Communication and reporting obligations** | *The proposer is expected to report and coordinate regularly with the UN Women office in Skopje on the progress of the completion of the deliverables. The proposer is also expected to inform UN Women of any unforeseen challenge or risk that might occur during the duration of the assignment.*  |

**Budget Breakdown**

| No. | Type of activity |  | Qty | Unit rate MKD | Amount MKD |
| --- | --- | --- | --- | --- | --- |
| “Women’s Rights Nights” |
|  | Develop a concept proposal for the visual brand identity for “Women’s Rights Nights” | 1 |  |  |  |
|  | Full branding of the venue premises (Youth Cultural Centre - Skopje) | 1 | 1 |  |  |
|  | Design and printing of PR materials – Catalogue for the exibition - full color, with illustrations and pictures included, 50 pages, double sided print, A4 format, in 1 language – Macedonain (200 copies)  | 1 | 200 |  |  |
|  | Design and printing of PR materials – Agenda - full color, with illustrations and pictures included, 1 pager, double sided print, in 3 languages – Macedonain (100 copies), Albanian (50 copies) and English (50 copies) | 1 | 200 |  |  |
|  | Cocktail – fingerfoods, water and non-alchocholic beverages; catering service | 1 | 100 persons |  |  |
|  |
| **2018 International Women’s Day social media campaign/outreach** |
|  | Develop a concept proposal for the 2018 IWD social media campaign/outreach | 1 |  |  |  |
|  | Develop a creative slogan for the 2018 IWD social media campaign, aligned to this year’s global motto of the IWD “Time is now, rural and urban activists transforming women’s lives”, with an inspiring call to people against harmful gender norms and stereotypes | 3 |  |  |  |
|  |
| **GRB Regional conference** |
|  | Full branding of the venue premises for the regional GRB conference, including set-up of the stage with possibility for screening videos and panel discussion arrangement (furniture) | 1 |  |  |  |
|  | Design and printing of PR materials:*Conference briefer/programme (2 pager) - brand logo will be provided for all PR materials, A4, full colour, double sided print, 250g matte paper.* | 1 | 150 |  |  |
|  | Design and printing of PR materials:*Invitations – A5, full colour, double sided print, 250g matte paper.* | 1 | 100 |  |  |
|  | Design and printing of PR materials:*Branded folders – A4, standard folders, full colour.* | 1 | 150 |  |  |
|  | Design and printing of PR materials:*Branded notebooks – A5, spiral notebooks, print on cover and back side, 60 pages.* | 1 | 150 |  |  |
|  | Design and printing of PR materials:*Pens* | 1 | 150 |  |  |
|  | Design and printing of PR materials:*USBs (8GB)* | 1 | 100 |  |  |
|  | Design and printing of PR materials:*Chocolate, with designed GRB cover (50grams chocolate, with a designed, full covered print)* | 1 | 150 |  |  |
|  | Development of short PR animation video (max 60 sec) | 1 |  |  |  |
|  | Conferencier  | 1 | 2 days |  |  |
|  | Moderators | 4 | 2 per day |  |  |
|  |

**ANNEX 3**

**EVALUATION METHODOLOGY AND CRITERIA**

**1. Preliminary Evaluation**

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

* Submitting companies are not included among United Nations suspended companies;
* Offers are signed by an authorized party, including Power of Attorney if stipulated;
* The offer is submitted as per the instructions to proposers ref: 4.1 and detailed in the PIS above;
* The offer is valid;
* The offer is complete and eligible.

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

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

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

Technical proposal: [700 points]

Financial proposal: [300 points]

Total number of points: [1000 points]

**Evaluation of financial proposal:**

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

A formula is as follows:

p = y (μ/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 | Copy of the Registration Form and the Statute of the company/Institute/ NGO | Y/N |
| 1.2 | References of at least three relevant projects, implemented in the past three years (professional reference letters should be attached) | Y/N |
| 1.3 | CVs of proposed key personnel, including individual consultants/experts. | Y/N |
| 1.4 | Organizational Architecture | 20 |
| 1.5 | Adverse judgments or awards:* *The proposer is in sound financial condition based on the financial documentation and information furnished in their proposal which should not show any financial concerns, such as negative net worth, bankruptcy proceedings, insolvency, receivership, major litigation, liens, judgments or bad credit or payment history.*
* *The proposer has not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.*
 | 35 |
| 1.6 | General Organizational Capability which is likely to affect performance (i.e. size of the organization, strength of management support) |  25 |
| 1.7 | Extent to which any work would be subcontracted or the proposal is submitted by a consortium of more than two applicants (subcontracting carries additional risks which may affect delivery, but properly done it offers a chance to access specialized skills.) | 50 |
| 1.8 | Quality assurance procedures, warranty | 20 |
| 1.9 | Relevance of: | 50 |
| -          Specialized Knowledge |
| -          Experience on Similar Programme / Projects |
| -          Experience on Projects in the Region |
| Work for another UN agencies/ major multilateral/ or bilateral programmes  |
|   | 200 |
| **2.0 Proposed Work Plan and Approach**  | **Points obtainable** |
| Proposed methodology |
| 2.1 | Proposer’s understanding of the task objective | 40 |
| 2.2 | Suitability of approach and methodology | 60 |
|  2.3 | Pre-assessment of existing data sources and relevant documents and extent of their use in the proposal | 45 |
| 2.4 | Presentation of the proposal | 45 |
| 2.5 | Degree of innovation in proposal | 35 |
| 2.6 | Resonableness of assumptions | 35 |
| 2.7 | Time schedule and manpower estimates | 40 |
|   |   | 300 |
| **3.0 Resource Plan, Key Personnel**  | **Points obtainable** |
| Qualification and competencies of proposed personnel  |
|  | Composition of the team proposed to provide, and the work tasks (including supervisory)  |   |
|   | Curriculum vitae of the proposed team that will be involved either full or part time  |
| 3.1 | Task Manager/Lead Expert | 100 |
| 3.2 | Key Experts | 100 |
|   |  | 200 |
|   | [70%] **of** [x700] **pts =** [x490] **pts needed to pass technical** |  700 |

A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of **[70%]** of the obtainable score of **[x700]** points for the technical proposal.

**ANNEX 4**

**FORMAT OF TECHNICAL PROPOSAL**

**Technical Proposals not submitted in this format may be rejected.**

**Financial Proposals must be submitted in a separate envelope.**

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

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

|  |
| --- |
| **Section 1.0: Expertise and Capability of Proposer**  |
| 1.1 Organizational Architecture * Background: Provide a brief description of the organization submitting the proposal, including if relevant the year and country of incorporation, types of activities undertaken, and approximate annual revenue.
* Financial capacity: The Proposer shall demonstrate its financial capacity and reliability with regard to the requirements of the Terms of Reference, which can be established by supporting documentation including for example the most recent Audited Financial Statements duly certified by a public accountant.
 |
| 1.2 Adverse judgments or awards* Include reference to any adverse judgment or award.
 |
| 1.3 General Organizational Capability* Outline General Organizational Capability which is likely to affect performance (i.e. size of the organization, strength of project management support e.g. project management controls, global networking, financial stability).
* Include a description of past and present experience and relationships that have a direct relationship to the performance of the TOR. Include relevant collaborative efforts the organization may have participated in.
* Explain any partnerships with local or other organizations relevant to the performance of the TOR. Special attention should be given to providing a clear picture of roles, responsibilities, reporting lines and accountability. Letters of commitment from partners and an indication of whether some or all have worked together previously.
 |
| 1.4 Subcontracting * Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of roles, responsibilities, reporting lines and accountability.
 |
| 1.5 Quality assurance procedures, risk and mitigation measures* Describe the potential risks for the performance of the TOR that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks. Provide certificate (s) for accreditation of processes, policy e.g. ISO etc.
 |
| 1.6 Relevance of Specialized Knowledge and Experience on Similar Projects* Detail any specialized knowledge that may be applied to performance of the TOR. Include experiences in the region.
* Describe the experience of the organization performing similar goods/services/works. Experience with 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**  |
| 2.1 Analysis approach, methodology1. Provide a description of the organization’s approach, methodology, and timeline for how the organization will achieve the TOR.
2. Explain the organization’s understanding of UN Women’s needs for the goods/services/works.
3. Identify any gaps/overlaps in UN Women’s coverage based on the information provided.
4. 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 moneyb) Fairness, integrity and transparencyc) Effective competitiond) The best interests of UN Women |
| 2.2 Management - timeline, deliverables and reporting1. Provide a detailed description of how the management for the requested goods/services/works will be implemented in regard to the TOR
 |
| 2.3 Environment-related approach to the service/work required1. 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**  |
| 3.1 Composition of the team proposed to perform TOR, and the work tasks (including supervisory)Describe the availability of resources in terms of personnel and facilities required for the TOR. Describe the structure of the proposed team/personnel, and the work tasks (including supervisory) which would be assigned to each. An organigram illustrating the office location (city and country), reporting lines, together with a description of such organization of the team structure, should be submitted. |
| 3.2 Profile on Gender Equality* Proposer is strongly encouraged to include information regarding the percentage of women: (1) employed in the Proposer’s organization, (2) in executive and senior positions, and (3) shareholders. While this will *not* be a factor of evaluation, UN Women is collecting this data for statistical purposes in support of its mandate to promote gender equality and women’s empowerment.
* Proposers are also invited to sign the Voluntary Agreement to Promote Gender Equality in the workplace.
 |
| Provide Curriculum vitae of the proposed personnel that will be involved either full time or part time.Highlight the relevant academic qualifications, specialized trainings and pertinent work experience.***Substitution*** of key personnel shall only be permitted in accordance with section 2.4 of the General Conditions of Contract. |
| Please use the format below, with each CV no more than THREE pages in length. |

**ANNEX 5**

**FORMAT OF FINANCIAL PROPOSAL**

The financial proposal must be prepared as a separate PDF file from the rest of the RFP response as indicated in Clause 3.4.1of 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

1. **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.

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

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

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

1. **Cost Breakdown per Deliverables**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Deliverables**  | **Percentage of Total Price**  | **Price** **(Lump Sum, All Inclusive)** | **Delivery time/time period (if applicable)** |
| 1 | Deliverable 1 |  |  |  |
| 2 | Deliverable 2… |  |  |  |
| 3 | Deliverable xx… |  |  |  |
|  | Total | 100% | MKD …… |  |

1. **Cost Breakdown by Resources**

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description**  | **Quantity**  | **Number of Unit**  | **Unit Cost (USD)** | **Total Cost (USD)** |
| Team Leader  | 1 person  | Day/week/month |  |  |
| Team Member | XX person | Day/week/month |  |  |
| Operational costPlease 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 sum1 lump sum1 lump sum1 lump sum |  |  |  |
| Technical assistance and capability building (training, working group meeting, workshop) | 1 lump sum |  |  |  |
| Publication (seminar/launching of the report, printing, etc.) |  |  |  |  |
| xxxxxx…… | xx |  |  |  |
| 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: *UN Women* Date:

*Blvd. “VMRO” 7/10*

1000 Skopje

Macedonia

We, the undersigned, declare that:

* We have examined and have no reservations to the Proposal Solicitation Documents*;*
* We offer to supply in conformity with the Proposal Solicitation Documents the following ***Enhancing CSOs’ capacities to prepare gender budget watch dog reports at local level*** and undertake, if our proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.
* 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.
* 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;
* Our proposal shall be valid for a period of **90** days from the date fixed for opening of proposals in the Request for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
* 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]*
* We have no conflict of interest in accordance with Clause 1.2 *(Eligible Proposers)* of the RFP Instructions to Proposers;
* 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;
* We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert signature of person whose name and capacity are shown]*

In the capacity of \_\_\_\_\_\_\_ *[insert legal capacity of person signing this form]*

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

Duly authorized to sign the proposal for and on behalf of: \_\_\_\_\_ *[insert complete name of proposer]*

Dated on \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ *[insert date of signing]*

**ANNEX 7**

**VOLUNTARY AGREEMENT**

**Voluntary Agreement to Promote Gender Equality and Women’s Empowerment**

**Between**

**(Name of the Contractor)**

**And**

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

The United Nations Entity for Gender Equality and the Empowerment of Women, a composite entity of the United Nations established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010 (hereinafter referred to as “UN Women”) strongly encourages (Name of the Contractor) (hereinafter referred to as the “Contractor”) to partake in achieving the following objectives:

[ ]  Acknowledge values & principles of [gender equality](http://www.unwomen.org/en/about-us/guiding-documents) and [women’s empowerment](http://weprinciples.org/Site/PrincipleOverview/);

[ ]  Provide information and statistical data (that relates to policies and initiatives that promote gender equality and women empowerment), upon request;

[ ]  Participate in dialogue with UN Women to promote gender equality and women’s empowerment in their location, industry and organization;

[ ]   Establish high-level corporate leadership for gender equality;

[ ]   Treat women and men fairly at work and respect and support human rights and nondiscrimination;

[ ]   Ensure health, safety and wellbeing of all women and men workers;

[ ]   Promote education, training and professional development for women;

[ ]   Implement enterprise development, supply chain and marketing practices that empower women;

[ ]  Promote equality through community initiatives and advocacy;

[ ]  Measure and publicly report on progress to achieve gender equality.

On behalf of the contractor:

**Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Title : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **ANNEX 8**

**PROPOSED MODEL FORM OF CONTRACT**

This Contract dated [*date*] is made

BETWEEN

The UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN, a composite entity of the United Nations established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010, with its Headquarters at 220 East 42nd Street, New York, NY 10017, USA (hereinafter referred to as “UN Women”);

and

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

**WITNESSTH**

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

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

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

**Article 1
Contract Documents**

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

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

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

[*1.1.3 Fee Schedule (the “Fee List”)*];[[6]](#footnote-7) [*and*]

[*1.1.4 [other annexes that may be relevant]*]

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

1.2.1 First, this document;

1.2.2 Second, Annex A;

1.2.3 Third, Annex B;

[*1.2.4* *Fourth, Annex C;*]

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

[*1.2.6… other Annexes*] [[7]](#footnote-8)

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

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

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

**Article 2
Effective Date and Term**

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

**(Select one option below and delete the other)**

2.2 This Contract shall remain in effect for a period of five (5) months from the Effective Date, unless earlier terminated in accordance with the terms of this Contract.

**OR**

2.2 This Contract shall remain in effect until [*date*]/[*for a period of time*] from the Effective Date], unless earlier terminated in accordance with the terms of this Contract (the “Initial Term”). The United Nations may, at its sole option, extend the Initial Term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of [*number*] additional period[*s*] of up to [*time period*] each (the “Extended Term”). The UN shall provide a written notice of its intention to do so at least [*number*] days prior to the expiration of the then Initial Term.[[8]](#footnote-9)

[*Optional*] [*2.3 Include any other relevant provisions regarding the objective or scope of the Contract.*]

**Article 3**

**Representations and Warranties**

3.1 The Contractor represents and warrants that:

* + 1. it is duly organized, validly existing and in good standing;
		2. it has all necessary power and authority to execute and perform this Contract;
		3. the execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;
		4. this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;
		5. all of the information it has provided to UN Women concerning provision of the Services pursuant to this Contract is true, correct, accurate and not misleading;
		6. it is financially solvent and is able to provide the Services to UN Women in accordance with the terms and conditions of the Contract;

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

**Article 4**

**Obligations of the Contractor**

**(Select one option below and delete the other)**

**OPTION 1 (DELIVERABLES SCHEDULE)**

**(Delete title directly above after selecting option)**

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

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

 **[*LIST DELIVERABLES*] [*INDICATE DELIVERY DATES*]**

 [*e.g.*

 *Progress report ../../....*

 *............... ../../....*

 *Final report* *../../....*]

**OR**

**OPTION 2 (TASK ORDERS)**

**(Delete title directly above after selecting option)**

**(If selecting this option (task orders), include Article 4A, below)**

4.1 The Contractor shall provide to UN Women [*detailed description of services (if appropriate, by reference to other contract documents, e.g., the Terms of Reference*] (the “Services”) in accordance with the terms and conditions of this Contract.

4.2 The Contractor shall perform the Services only upon issuance by UN Women of duly executed Task Orders (as defined below in Article 4A) in accordance with the requirements set forth in this Contract and such Task Order.[[9]](#footnote-10)

Sections 4.3-4.18 should be included for both Options 1 and 2:

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

4.4 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by [*mail, courier and/or fax*] to the address specified in Article 10 (Notices) below.

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

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

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

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

4.9 The Contractor shall at all times keep the premises free of accumulation of waste materials or rubbish caused by its operations. At the completion of the Services, the Contractor shall remove all its waste materials, rubbish, tools, equipment, machinery and surplus materials from, on and around the premises. If the Contractor fails to clean up the premises upon the completion of the Services, the UN may do so, and the Contractor shall be liable for the costs thereof.

4.10 In addition to its obligations under Article 25 (Observance of the Law) of the General Conditions, the Contractor shall be aware of and shall comply with all applicable international standards and local labor laws, ordinances, rules, and regulations pertaining to the employment of local and international staff in connection with the Services in countries where Services will be performed and the country where the Contractor is incorporated, including, without limitation, laws, ordinances, rules and regulations associated with the payment of the employer’s portions of income tax, insurance, social security, health insurance, worker’s compensation, retirement funds, severence or other similar payments.[[10]](#footnote-11)

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

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

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

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

4.15 In addition to its obligations under Article 20 (Audits and Investigations) of the General Conditions, the Contractor shall promptly notify UN Women of any legitimate suspicion on the part of the Contractor of fraudulent or corrupt activities or other wrongdoing by UN Women personnel, Contractor’s personnel (including its agents or subcontractors) or by other third parties through UN Women. Such notification shall be sent to UN Women in accordance with Article 10 (Notices) of this Contract. The Contractor acknowledges and agrees that this Article 4.15 is an essential term of the Contract and that any breach of this provision shall entitle UN Women to terminate the Contract or any other contract with UN Women immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

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

4.18 Without limiting and further to Article 6 (Insurance and Liability) of the General Conditions, the foregoing provisions of this Article 4, and Article 9A (Insurance) below, the Contractor shall ensure that all of its Personnel used to perform the Services in connection with this Contract are (i) medically fit to perform such Services, and (ii) adequately covered by insurance for any service‑related illness, injury, death or disability. The Contractor shall submit proof of such medical fitness and such insurance satisfactory to the UN before commencing any Services under this Contract.”

[*Optional*] [*4.19 The Contractor shall perform the Services using the personnel listed as key personnel below*: [*List*] *(collectively, the “Key Personnel”).*][[11]](#footnote-12)

[*Optional*][*4.20 …. Include any other provisions regarding the Contractor’s personnel (e.g., designation of managers, liaisons or points of contract) that are appropriate.*]

**[ARTICLE 4A]**

**[TASK ORDERS]**

**(Delete this Article (4A) if selecting option 1 (deliverables schedule) above under Article 4)**

[4A.1 UN Women shall issue to the Contractor, from time to time during the [*Initial Term*][*and the Extended Term*] Task Orders in the form set out at Annex [\_\_] , setting out the [*types*] of Services required and other instructions for the performance of Services (each, a “Task Order”). No Task Order shall be valid unless authorized and signed by a duly authorized UN Women official. Each Task Order shall, at a minimum, make reference to this Contract, indicate the type(s) of Services ordered, the applicable [rates]/[fees] [and total fee] for the Services being ordered, schedule for performance, and other relevant details. Task Orders shall be transmitted to the Contractor by [*means of transmission*] [*other details of Task Order transmittal and acknowledgment*].]

[4A.2 All Task Orders issued by UN Women pursuant to this Contract, and all Services performed by the Contractor pursuant to such Task Orders, shall be subject to and governed by the terms and conditions of this Contract, whether or not the Task Order contains a provision to that effect. In the event of any inconsistency between the terms and conditions of a Task Order and the terms and conditions of this Contract, the terms and conditions of this Contract shall prevail.]

[4A.3 The Contractor shall promptly acknowledge receipt of each Task Order, and the date of its receipt, by [*manner of confirmation*]]. Any failure by the Contractor to provide such acknowledgement shall not relieve the Contractor from discharging its obligations under the Contract.]

[4A.4 The Contractor shall accept changes to or cancellations of Task Orders by UN Women without penalty or charge, provided UN Women provides written notice of such change or cancellation not later than [*number*] days [following issuance of the Task Order] [prior to the scheduled performance date].]

**Article 5**

**Contract Price**

**(Select one option below and delete the other)**

 **OPTION 1 (FIXED FEE)** [[12]](#footnote-13)

**(Delete title directly above after selecting option)**

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

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

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

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

 MILESTONE[[13]](#footnote-14) AMOUNT TARGET DATE

 Upon..... ...... ./../....

 ......... ...... ../../....

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

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

**OR**

**OPTION 2 (TIME-BASED CONTRACTS)** [[14]](#footnote-15)

**(Delete title directly above after selecting option)**

5.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UN WOMEN shall pay the Contractor a price not to exceed \_\_\_\_\_\_\_\_\_\_ [*insert currency & amount in figures and words*].

5.2 The amount set forth in Article 5.1 above is the maximum total amount payable to the Contractor under this Contract, and is not a guaranteed amount. The Fee Schedule in Annex \_\_\_\_\_\_\_ [*insert annex number*] contains the maximum amounts per cost category that are reimbursable under this Contract; such maximum amounts are not guaranteed amounts. The Contractor shall reflect in its invoices the amount of the actual reimbursable costs incurred in the performance of the Services.

5.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under Article 5.1 or of any of the amounts specified in the Fee Schedule for each cost category without the prior written agreement of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*name and title*], UN Women.

**(Select one of the following clauses (5.4) and delete the other)**

 5.4 The Contractor shall submit itemized invoices for the work done every \_\_\_\_\_\_\_\_\_\_\_ [*insert period of time or milestones*]. Invoices shall include whatever supporting documentation of the actual costs incurred is required in the Fee Schedule or may be required by [*name and title*], UN Women.

**OR**

 5.4 The Contractor shall submit an itemized invoice for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*insert amount and currency of the advance payment in figures & words*] upon signature of this Contract by both parties and itemized invoices for the work done every \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*insert period of time or milestones*].[[15]](#footnote-16) Invoices shall include whatever supporting documentation of the actual costs incurred is required in the Fee Schedule or may be required by [*name and title*], UN Women.

5.5 Progress and final payments shall be effected by UN Women to the Contractor in accordance with Article 7 (Time and Manner of Payment). Such payments shall be subject to any specific conditions for reimbursement contained in the Fee Schedule.

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

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

**Article 6**

**Submission of Invoices**

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

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

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

**Article 7**

**Time and Manner of Payment**

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

Name of Bank:

Bank Address:

Bank ID:

Account No:

Title/name:

Currency of Payment:

Currency of Bank Account:

Type of Account:

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

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

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

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

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

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

**Article 8**

**Review; Improper Performance**

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

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

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

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

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

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

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

**Article 9**

**Special Conditions**

**(You may include or delete special clauses 9A to 9G below, as required, in order to adapt the model contract to the specific situation.)**

**Article 9A**

**Insurance**

**(Consult with Insurance and Disbursement Section,[[16]](#footnote-17) as appropriate, regarding the sufficiency of Article 6 (Insurance and Liability) of the General Conditions, for the particular contract, and include here any special or additional provisions as advised by Insurance and Disbursement Section, including thresholds for insurance policies. Examples of particular types of insurance that might be appropriate are professional liability insurance, financial institution bond, cyber risk insurance, general liability insurance.[[17]](#footnote-18) Also, it should be considered whether insurance requirements should apply to subcontractors.)**

**Article 9B**

**Advance Payments**[[18]](#footnote-19)

9B.1 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UN Women of a bank guarantee (valid for the duration of the contract) or certified check for the full amount of the advance payment issued by a Bank and in a form acceptable to UN Women.[[19]](#footnote-20)

9B.2 The amounts of the payments referred to under Article 5 (Contract Price) above shall be subject to a deduction of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [*insert percentage that the advance represents over the total price of the contract*] % *(... percent*) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.[[20]](#footnote-21)

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

**Article** **9C**

**Security**[[21]](#footnote-22)

9C.1 The Contractor shall take reasonable measures to safeguard its Personnel, protect property and safeguard against sabotage, damage, loss and theft of all material, supplies, and equipment, including, without limitation, UN Women furnished equipment and supplies. As used in this Contract, the term “UN Women furnished equipment and supplies” shall include, but not be limited to, equipment and supplies provided by UN Women to the Contractor and equipment and supplies purchased by the Contractor with funds provided or to be reimbursed by UN Women.

9C.2 The Contractor shall develop a security plan in consultation with UN Women, including detailed procedures to cover evacuation, personnel, equipment, safeguarding of UN-furnished equipment and supplies, unlawful interference, baggage screening for carriage of weapons, explosives, narcotics and contraband, and prevention of sabotage. The Contractor shall submit such security plan to UN Women within [*number*] days of the Effective Date. UN Women reserves the right to examine procedures, methods and facilities used by the Contractor to provide security. The Contractor shall give due consideration to adjustments to such procedures or facilities as may be recommended by UN Women. Nothing in the foregoing provisions, including inter alia UN Women’s examination of the Contractor’s security plan or its making of recommendations regarding such security plan, shall limit or abrogate the obligations and responsibilities of the Contractor under this Contract to safeguard the safety and security of its Personnel, the Contractor’s equipment and other property, UN Women furnished equipment and supplies and Personnel’s personal effects and other property.

9C.3 UN Women may, when feasible and appropriate in the sole opinion of UN Women:

12.3.1 Inform and, to the extent necessary, update the Contractor of its security regulations, policies and procedures;

12.3.2 Provide the Contractor’s Personnel with the necessary security passes and access to areas necessary for performance of this Contract; and

12.3.3 Include the Contractor’s Personnel in the UN Women security plan on the same terms that are offered to implementing partners of UN agencies, funds and programmes, provided, however, the level of security to be provided to the Contractor shall be consistent with the assessment of local conditions by UN Women, but shall in no event exceed the level of security provided to UN Women staff in the mission area or relevant portion thereof.

9C.5 Neither UN Women nor any of its officials, agents, and employees shall be liable for any loss, damage, injury or death that may be sustained by the Contractor, its Personnel, the Contractor’s equipment or other property or the Personnel’s personal effects or other property during, in connection with or as a result of, UN Women’s or the Contractor’s taking or failure to take any security measures provided for in this Article. Further (i) the Contractor shall make no demand or claim, whether in its own right or on behalf of such Personnel or any other third party, against UN Women, its officials, agents, and employees, in respect of, based on or in any way relating to UN Women’s or the Contractor’s taking or failure to take such security measures; and (ii) without prejudice to and in addition to any other indemnities under this Contract, the Contractor shall indemnify, defend and hold and save harmless UN Women, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by Personnel or any other 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 UN Women’s or the Contractor’s taking or failure to take any such security measures.

**Article 9D**

**Liquidated Damages**[[22]](#footnote-23)

9D.1 The Contractor acknowledges the requirement of UN Women that the Services be performed in accordance with the TOR. In particular, UN Women will suffer both financial loss and inconvenience as a result of late performance. The Contractor therefore acknowledges that time is of the essence in relation to the provision of the Services.

9D.2 In the event of the Contractor’s failure to comply with the time periods in the Contract, without prejudice to any other rights or remedies that UN Women may have under this Contract or otherwise, United Nations may, at its sole option, demand liquidated damages for such delay (“Liquidated Damages”). Such Liquidated Damages shall be [*percentage of payable amount, or any other amount representing a reasonable pre-estimate of damages to be suffered by UN Women for the Contractor’s delay*], for each [*period of time*] of delay beyond the date upon which the Services were due to have been completed.

9D.3 The Parties agree that any rights to terminate this Contract shall have no effect on UN Women’s right to claim Liquidated Damages pursuant to this Article.

9D.4 UN Women shall have the right to deduct any Liquidated Damages to which it is entitled under the terms of this Contract from any monies due from UN Women to the Contractor, or to recover the same as a debt due from the Contractor.

9D.5 Liquidated Damages shall be payable by virtue of the sole fact of the delay without the need for any previous notice or any legal or arbitral proceedings, or proof of damage, which shall in all cases be considered as ascertained.

**Article 9E**

**Performance Security[[23]](#footnote-24)**

9E.1 No later than [*number*] days following the Effective Date of the Contract, the Contractor shall provide to UN Women, at the Contractor’s sole cost and expense, performance security in the form of a [*standby letter of credit*]/[*independent bank guarantee (first demand guarantee)*] in accordance with the form set forth in Annex [*insert Annex number*] hereto, or a similar instrument acceptable to UN Women in its sole discretion, in the amount of [*currency*][*number in words and figures*] (the “Performance Security”). In the event that the relevant contract amount is materially increased, UN Women shall have the right, at its sole option, to require a corresponding increase in the amount of the Performance Security, which the Contractor shall provide within [*number*] days following such request.

9E.2 The Performance Security shall serve to secure the performance by the Contractor of its obligations in accordance with the terms and conditions of this Contract, and to provide a source of compensation for UN Women for any failure by the Contractor to perform such obligations. If the Contractor fails to deliver the Performance Security to UN Women within the time limit specified herein, UN Women shall, without prejudice to any other rights or remedies, be entitled to withhold payment from any one or more invoices submitted by the Contractor up to the required amount of the Performance Security.

9E.3 The Performance Security shall require the Issuer (as defined in Article 14.6 below) to deliver the money required by UN Women immediately upon [*for standby letter of credit, presentment to the Issuer of a draft*]/[*for independent bank guarantee (first demand guarantee), a first written demand by UN Women*] in accordance with the requirements of the Performance Security, without having to prove the liability of the Contractor. The Performance Security shall be enforceable without the need to have recourse to any judicial or arbitral proceedings, without any objection, opposition or recourse by the Issuer and without it being necessary to provide evidence to the Issuer of any shortcoming of or any default by the Contractor.

9E.4 The Performance Security shall remain valid and in force until [*date*], subject to extension if so provided in this Contract or the Performance Security. The Performance Security shall not be subject to any form of suspension by interim relief, whether by arbitral order or otherwise.

9E.5 In the event the Term of this Contract is extended, the Contractor shall obtain, at its sole cost and expense, an extension of the Performance Security. The Contractor shall obtain such extension within thirty (30) days after the date of such request, or if the Performance Security would expire sooner than thirty (30) days after such date, prior to such expiration. If the Contractor fails or refuses to obtain such extension, UN Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract. In the event that the Performance Security contains a provision for automatic extension, the Contractor shall notify UN Women in writing of each such automatic extension not later than thirty (30) days prior to the date on which the Performance Security would otherwise expire. In the absence of such notice, or if the Contractor notifies UN Women that the Performance Security will not be extended, UN Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.

9E.6 The Performance Security shall be issued by a prime commercial and accredited financial institution acceptable to UN Women in its sole discretion (the “Issuer”). If the Issuer of the Performance Security files for bankruptcy or is declared bankrupt, becomes insolvent or is liquidated or its right to do business is suspended or terminated, the Contractor shall within five (5) days thereafter provide another Performance Security, which shall be issued by an Issuer and in a form acceptable to UN Women. The Contractor shall have an obligation to promptly notify UN Women in writing in the event that any of the foregoing has occurred or is likely to occur. If the Contractor fails or refuses to comply with the foregoing obligations, UN Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.

**Article 9F**

**UN Women Equipment and Supplies**[[24]](#footnote-25)

9F.1 Title to equipment and supplies purchased by the Contractor with funds provided by UN Women or for which the Contractor is entitled to be reimbursed under the terms of this Contract shall pass to and vest in UN Women upon acceptance by UN Women of such equipment or supplies following UN Women’s receipt of the equipment and supplies and the Contractor’s compliance with UN Women’s inspection procedures. In the event that the Contractor is requested in writing by UN Women to purchase other equipment or supplies on UN Women’s account, such equipment or supplies shall be purchased by the Contractor on a cost reimbursable basis provided that (a) prior to purchasing such equipment or supplies the Contractor notifies UN Women of the cost thereof, and provides to UN Women such other information concerning such equipment or supplies as UN Women may request, and (b) UN Women authorizes the Contractor, in writing, to purchase the equipment or supplies. Title to such equipment or supplies shall pass to and vest in UN Women following UN Women’s receipt of the equipment and supplies and the Contractor’s compliance with UN Women’s inspection procedures. Authorization by UN Women to the Contractor to purchase such equipment or supplies shall not increase the relevant contract amount set forth in Article 5 hereof.

9F.2 In addition to UN Women’s rights under Article 8 (Equipment Furnished by UN Women to the Contractor) of the General Conditions, the Contractor shall be responsible and accountable to UN Women for UN Women furnished equipment and supplies [*as defined in Article 12.1, above.*] OR [*As used in this Contract, the term “UN Women furnished equipment and supplies” shall include, but not be limited to, equipment and supplies provided by UN Women to the Contractor and equipment and supplies purchased by the Contractor with funds provided or to be reimbursed by UN Women.*][[25]](#footnote-26) The Contractor shall take reasonable measures necessary to preserve such UN Women furnished equipment and supplies from loss or damage until returned to UN Women.

9F.3 UN Women and its authorized agents or representatives shall have access at all reasonable times to the premises in which any UN Women furnished equipment and supplies are located for the purpose of inspecting such equipment or supplies.

9F.4 Within [*number in words and figures*] days of the Effective Date, UN Women shall provide a list of UN Women equipment and supplies which UN Women intends to make available for use by the Contractor in performing this Contract. At such time, the Contractor’s duly authorized representative and UN Women’s representative or agent shall conduct a joint inspection of such equipment and supplies to determine the quantity, working order and condition of the equipment and supplies. Items missing or not in working order shall be recorded. UN Women may, in its sole discretion, replace missing items or repair items not in working order. The Contractor’s duly authorized representative and UN Women’s representative or agent shall sign this list, indicating their agreement as to the quantity, working order and condition of the UN Women furnished equipment and supplies, and the list shall thereupon be annexed to this Contract as Annex [*insert number of Annex*] in accordance with Article 19 (Modifications) of the General Conditions. If the Contractor does not participate in the inspection of the UN Women furnished equipment and supplies mentioned above, the Contractor shall accept the listing provided by UN Women. No later than [*number*] days prior to the expiration or termination of this Contract, or when such equipment and supplies are no longer needed by the Contractor, the Contractor and UN Women’s representative or agent shall conduct a joint inspection of the UN Women furnished equipment and supplies to determine the quantity, working order and condition of the equipment and supplies. The Contractor shall replace missing items and repair or maintain items not in working order, subject to normal wear and tear, before returning them to UN Women and before the expiration or termination of the Contract.

9F.5 Subsequent issues of equipment or supplies by UN Women to the Contractor shall only be effected to a duly authorized representative of the Contractor who shall acknowledge receipt in writing of such equipment or supplies, recording the quantity, working order and condition of the equipment or supplies in accordance with Article 15.4, above.

9F.6 The Contractor shall promptly report to UN Women any accidents, theft, loss of or damage to equipment or other property of the Contractor or UN Women, or UN Women furnished equipment or supplies, or other incidents of a similar nature. In addition, the Contractor shall cooperate with all investigations into such accidents, theft, loss of or damage to such equipment, supplies or other property, or other incidents, which may be instituted by UN Women and/or governmental or other authorities.

**Article 9G**

**Amendment of General Conditions**

9G.1 Owing to [*insert reasons for amendment*], Article(s) [*insert articles to be amended*] of the General Conditions in Annex A shall be amended to read/be deleted as follows: [*Insert amended language*][[26]](#footnote-27)

**Article 10**

 **Notices**

10.1 Except as otherwise specified in this Contract, all notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be delivered either by: (i) personal delivery; (ii) recognized overnight delivery service; (iii) postage prepaid, return receipt requested, certified mail; or (iv) confirmed facsimile, transmitted to the Party for whom such notice or communication is intended, at the address or facsimile number shown below, or such other address or number as the intended recipient previously shall have designated by written notice given pursuant to this Contract:

If to the Contractor:

 [*Please insert address of Contractor*]

 Attn: [*name/title*]

 Fax: [*number*]

Email: [*email*]

If to the UN Women:

[*Please insert address of UN Women*]

Attn: [*name/title*]

Fax: [*number*]

Email: [*email*]

10.2 Notices and other communications required or contemplated by this Contract delivered by mail or recognized overnight delivery service shall be effective on the date they are officially recorded by the postal or delivery service as delivered to (or refused by) the intended recipient by return receipt or equivalent. Such notices and other communications delivered by facsimile shall be deemed to have been delivered to and received by the addressee, and shall be effective, on the date indicated on the facsimile confirmation. Such notices and other communications delivered in person shall be effective on the date of actual receipt.

**Article 11**

**Amendment**

Any modification to this Contract shall be in accordance with Article 19 (Modifications) of the General Conditions.

**Article 12**

**Miscellaneous**

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

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

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

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

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

12.6 This Contract and everything herein contained shall inure to the benefit of, and be binding upon, only the Parties and their respective successors and permitted assigns.

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

**FOR [*NAME OF CONTRACTOR*] FOR UN WOMEN**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**ANNEX 9**

**GENERAL CONDITIONS OF CONTRACT**

GENERAL CONDITIONS OF CONTRACT

**CONTRACTS FOR THE PROVISION OF SERVICES**

1. **LEGAL STATUS OF THE PARTIES:** The United Nations Entity for Gender Equality and the Empowerment ofWomen (UN-WOMEN) and the Contractor shall also each be referred to as a “Party” hereunder, and:
	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.
	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 toUN-WOMEN by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:
	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. 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.
	3. At the option of and in the sole discretion of UN-WOMEN:
		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. 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,
		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.
	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:
		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.

* + 1. 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. 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.
		3. All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all cases, be borne exclusively by the Contractor.
		4. 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.
		5. 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.
	1. Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of UN-WOMEN with respect to the Contractor’s personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
	2. 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:
		1. undergo or comply with security screening requirements made known to the Contractor by UN-WOMEN, including but not limited to, a review of any criminal history;
		2. 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.
	3. 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.
	4. 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.
1. **ASSIGNMENT:**
	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.
	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:*
		1. such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and,*
		2. such reorganization arises from a sale, merger, or acquisition of all or substantially all of the

Contractor’s assets or ownership interests; *and*,

* + 1. the Contractor promptly notifies UN-WOMEN about such assignment or transfer at the earliest opportunity; *and*,
		2. 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.
1. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform anyobligations under the Contract, the Contractor shall obtain the prior written approval of UN-WOMEN. UN-WOMEN shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UN-WOMEN reasonably considers is not qualified to perform obligations under the Contract. UN-WOMEN shall have the right to require any subcontractor’s removal from UN-WOMEN premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.
2. **INDEMNIFICATION**:
	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:
		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,*
		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.
	2. The indemnity set forth in Article 5.1.1, above, shall not apply to:
		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*
		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.
	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.
	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. 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:
		1. procure for UN-WOMEN the unrestricted right to continue using such goods or services provided to UN-WOMEN;
		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*,
		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.
3. **INSURANCE AND LIABILITY**:
	1. The Contractor shall pay UN-WOMEN promptly for all loss, destruction, or damage to the property of UN-WOMEN caused by the Contractor’s personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
	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:
		1. insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
		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;
		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*,
		4. such other insurance as may be agreed upon in writing between UN-WOMEN and the Contractor.
	3. The Contractor’s liability policies shall also cover subcontractors and all defense costs and shall contain a standard “cross liability” clause.
	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.
	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:
		1. name UN-WOMEN as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
		2. include a waiver of subrogation of the Contractor’s insurance carrier’s rights against UN-WOMEN;
		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*,
		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. The Contractor shall be responsible to fund all amounts within any policy deductible or retention.
	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.
	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.
4. **ENCUMBRANCES AND LIENS**: The Contractor shall not cause or permit any lien, attachment or other encumbranceby 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.
5. **EQUIPMENT FURNISHED BY UN-WOMEN TO THE CONTRACTOR**: Title to any equipment and supplies thatmay be furnished by UN-WOMEN to the Contractor for the performance of any obligations under the Contract shall rest with UN-WOMEN, and any such equipment shall be returned to UN-WOMEN at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UN-WOMEN, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UN-WOMEN for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
6. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
	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.
	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.
	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.
	4. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UN-WOMEN, shall be made available for use or inspection by UN-WOMEN at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN-WOMEN authorized officials on completion of work under the Contract.
7. **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 orgoodwill that it has a contractual relationship with UN-WOMEN, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UN-WOMEN or the United Nations, or any abbreviation of the name of UN-

WOMEN or the United Nations in connection with its business or otherwise without the written permission UN-WOMEN.

1. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION**: Information and data that is consideredproprietary 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:
	1. The Recipient shall:
		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*,

* + 1. use the Discloser’s Information solely for the purpose for which it was disclosed.
	1. 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:
		1. any other party with the Discloser’s prior written consent; *and*,
		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:
			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*,
			2. any entity over which the Party exercises effective managerial control; *or*,
			3. for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
	2. 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.
	3. 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.
	4. 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.
	5. 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.
1. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**:
	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 occurrenceof 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.

* 1. 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.
	2. *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whetherdeclared 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 theContractor. 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.
1. **TERMINATION**:
	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.

* 1. UN-WOMEN may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UN-WOMEN applicable to the performance of the Contract or the funding of UN-WOMEN applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day’s advance written notice to the Contractor, UN-WOMEN may terminate the Contract without having to provide any justification therefor.
	2. 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:
		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;
		2. refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
		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;
		4. terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
		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;
		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;
		7. complete performance of the work not terminated; *and*,
		8. take any other action that may be necessary, or that UN-WOMEN may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UN-WOMEN has or may be reasonably expected to acquire an interest.
	3. 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.
	4. UN-WOMEN may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
		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;
		2. the Contractor is granted a moratorium or a stay, or is declared insolvent;
		3. the Contractor makes an assignment for the benefit of one or more of its creditors;
		4. a Receiver is appointed on account of the insolvency of the Contractor;
		5. the Contractor offers a settlement in lieu of bankruptcy or receivership; *or,*
		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.
	5. 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.
	6. The provisions of this Article 13 are without prejudice to any other rights or remedies of UN-WOMEN under the Contract or otherwise.
1. **NON-WAIVER OF RIGHTS**: The failure by either Party to exercise any rights available to it, whether under theContract 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.
2. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UN-WOMEN shall have no obligation to purchaseany 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.
3. **SETTLEMENT OF DISPUTES**:
	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.

* 1. **ARBITRATION**: Any dispute, controversy, or claim between the Parties arising out of the Contract or thebreach, 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.
1. **PRIVILEGES AND IMMUNITIES**: Nothing in or relating to the Contract shall be deemed a waiver, express orimplied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.
2. **TAX EXEMPTION**:
	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 chargesfor 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.
	2. The Contractor authorizes UN-WOMEN to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN-WOMEN before the payment thereof and UN-WOMEN has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UN-WOMEN with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UN-WOMEN shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UN-WOMEN and paid by the Contractor under written protest.
3. **MODIFICATIONS**:
	1. Pursuant to the Financial Regulations and Rules of UN-WOMEN, only the Chief Procurement Officer of UN-WOMEN, or such other Contracting authority as UN-WOMEN has made known to the Contractor in writing, possesses the authority to agree on behalf of UN-WOMEN to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UN-WOMEN unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief Procurement Officer of UN-WOMEN or such other contracting authority as UN-WOMEN has made known to the Contracting in writing.
	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.
	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.
4. **AUDITS AND INVESTIGATIONS**:
	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.

* 1. 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.
	2. 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.
1. **LIMITATION ON ACTIONS**:
	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.
	2. The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

22**. ESSENTIAL TERMS**: The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UN-WOMEN to terminate the Contract or any other contract with UN-WOMEN immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

1. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority externalto UN-WOMEN in connection with the performance of its obligations under the Contract. Should any authority external to UN-WOMEN seek to impose any instructions concerning or restrictions on the Contractor’s performance under the

Contract, the Contractor shall promptly notify UN-WOMEN and provide all reasonable assistance required by UN-WOMEN. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UN-WOMEN or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UN-WOMEN.

1. **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.
2. **OBSERVANCE OF THE LAW**: The Contractor shall comply with all laws, ordinances, rules, and regulations bearingupon the performance of its obligations under the Contract.
3. **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.

1. **MINES**: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor’ssubsidiaries 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.
2. **SEXUAL EXPLOITATION:** 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.

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

**ANNEX 10**

**JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM**

 **(to be completed and returned with your technical proposal)**

|  |
| --- |
| **JV / Consortium/ Association Information** |
| **Name of leading** partner (with authority to bind the JV, Consortium/Association during the Bidding process and, in the event a Contract is awarded, during contract execution) | *[insert name, address, telephone/fax or cell number, and the e-mail address]* |
| JV’s Party Legal Name:  | *[insert JV’s Party legal name] {Attach original copy of document of incorporation/registration of the JV, in accordance with Clause 3 (Eligible Bidders)* |
| JV’s Party Country of Registration: |  *[insert JV’s Party country of registration]* |
| JV’s Party Year of Registration: | *[insert JV’s Part year of registration]* |
| JV’s Party Legal Address in Country of Registration: | *[insert JV’s Party legal address in country of registration]* |
| **Consortium/Association’s names of each partner/authorized representative and contact information**  |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number(s) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email Address(es) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number(s) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email Address(es) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number(s) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email Address(es) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Address : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone Number(s) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email Address(es) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Consortium/Association** **Agreement** | Attached are copies of original documents of:*[check the box(es) of the attached original documents]* Articles of Incorporation or Registration of firm named in 2, above, in accordance with Clause 3 *(Eligible Bidders)*. JV Agreement, or letter of intent to enter into such an Agreement, signed by the legally authorized signatories of all the parties |
| Signatures of all partners/authorized representatives:  We hereby confirm that if the contract is awarded, all parties of the Joint Venture, or Consortium/Association shall be jointly and severally liable to UN Women for the fulfillment of the provisions of the Contract. |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |
| Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Name of partner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |

**ANNEX 11**

**SUBMISSION CHECKLIST**

For submissions by courier mail/hand delivery:

|  |
| --- |
| **Outer envelope containing the following forms:** |
| 1. Proposal Submission Form
 |  |
| 1. Joint Venture Form (if a joint venture)
 |  |
| 1. Voluntary Agreement to Promote GE & WE (Voluntary)
 |  |
|  |  |
| **First inner envelope containing:** |
| * Technical Proposal
 |  |
| **Second inner envelope containing:** |
| * Financial Proposal
 |  |

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

1. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead thereby enabling a proposer to obtain a financial or other benefit or to avoid an obligation; [↑](#footnote-ref-2)
2. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of the Procuring UN Women Entity; [↑](#footnote-ref-3)
3. an arrangement between two or more proposers designed to achieve an improper purpose, including to influence improperly the actions of the Procuring UN Women Entity; [↑](#footnote-ref-4)
4. behavior that constitutes a conflict of interest, or that is contrary to the policies and requirements of doing business with UN Women, including but not limited to post-employment and gifts and hospitality provisions; [↑](#footnote-ref-5)
5. deliberately destroying, falsifying, altering or concealing of evidence material to an investigation or making false statements to investigators in order to materially impede UN Women investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing an investigation, [↑](#footnote-ref-6)
6. In cost reimbursable contracts where there is a Fee Schedule (see Article 5, option 2), the Fee Schedule should be included as an annex. [↑](#footnote-ref-7)
7. Modify order of priority of Annexes after the General Conditions, as appropriate, provided, however, the General Conditions should prevail over all other Annexes. [↑](#footnote-ref-8)
8. If this clause is selected, make corresponding changes / references to “Initial Term” and “Extended Term” throughout the document. [↑](#footnote-ref-9)
9. See “Guide to the United Nations General Conditions of Contract: Commentary and Utilization in UN Procurement Activities,” paragraph 37, under “A Note Concerning ‘Requirements’ Contracts”, advising that such contracts specify a minimum quantity of Services to be ordered by the Organization, especially where the Organization does not commit to deal with the Contractor as its exclusive supplier. [↑](#footnote-ref-10)
10. Insert references to any specific applicable standards. [↑](#footnote-ref-11)
11. Insert list of Key Personnel if required. [↑](#footnote-ref-12)
12. This option is to be used for fixed fee contracts. Fixed price contracts should normally be used when it is possible to estimate with reasonable accuracy the costs of the activities which are the subject of the Contract. Compensation for services is usually referred to as the fee. In a fixed fee contract, there are no “rates”; the amount of the fee is fixed. However, payments of the total fee may be in installments, based on achievement of milestones, as provided in art. 5.4. [↑](#footnote-ref-13)
13. Under UN Women Financial Rule 2407, “except where normal commercial practice or the interests of UN Women so require, no contract shall be made on behalf of UN Women that requires a payment or payments in advance of the delivery of products or the performance of contractual services. Whenever an advance payment is agreed in accordance with administrative instructions and justification is issued by the Chief Procurement Officer, the reason therefor shall be recorded. Progress payments may be permitted pursuant to normal commercial practice or in the interest of the organization, in accordance with administrative instructions issued by the Chief Procurement Officer. Progress payments may be permitted pursuant to normal commercial practice or in the interest of the organization, in accordance with administrative instructions issued by the Chief Procurement Officer.” If an advance payment is granted, define the first milestone as “upon signature of the contract by both parties”. Please note that advance payments should be granted only in exceptional cases, and that they must comply with UN WOMEN policies and procedures. See, also, POM, section 13.6. The advance payment, in all cases, shall not exceed 20 per cent of the total contract amount. Examples of activities that may justify an advance payment are (1) mobilization costs (civil works); (2) start-up costs (services); or (3) design costs. Any interest earned by a payee on an advance payment by UN Women shall be recoverable and, when paid to UN Women, credited to miscellaneous income. For additional provisions that will be necessary when an advance payment is authorized, see Article 11 (“Advance Payments”), below. [↑](#footnote-ref-14)
14. This version of is to be used for time and materials contracts. Normally, such contracts should be used where the compensation of the contractor is based on time spent in performing the services, and possibly with reimbursement of expenses incurred by the contractor. Cost reimbursable contracts are not normally used for the provision of services. Instead, where the contractor’s compensation is based on time spent in performing the services (and possibly reimbursement of expenses for materials), a time and materials contract should be used; see POM, sec. 11.2. [↑](#footnote-ref-15)
15. This clause should be used if an advance payment is granted. See footnote 7 above. If this clause is used, please see Special Conditions in Article 11 regarding “Advance Payment”. [↑](#footnote-ref-16)
16. Contact Business Facilities at Headquarters: hq.facilities@unwomen.org or marianna.belsky@unwomen.org [↑](#footnote-ref-17)
17. For drafting of particular clauses for particular types of insurance, contact the UN Women Legal Adviser at Headquarters [↑](#footnote-ref-18)
18. Regarding advance payments, see POM, sec. 13.6. [↑](#footnote-ref-19)
19. This clause must be used when an advance payment of $30,000 or more is granted to the Contractor and may be used for payments under $30,000 when appropriate. See footnote 7, above. [↑](#footnote-ref-20)
20. This clause must be used when an advance payment is granted (whatever the amount). A payment upon signature is considered an advance payment. [↑](#footnote-ref-21)
21. This Article may be included for Services that will be provided on-site where security measures are necessary. [↑](#footnote-ref-22)
22. In some particular service or construction contracts, the parties to a contract may expressly agree, in advance, to a sum that shall be payable as damages for any breach. See POM, sec. 13.4. These liquidated damages are an estimate of actual loss that would be incurred and are not considered a penalty. If liquidated damages are required, it should be indicated in the tendering documents and included as a “Special Condition”. In such cases, when delays result in extra costs, or loss of revenue or loss of other benefits to UN Women, liquidated damages are paid by the supplier to UN Women to cover costs incurred by the delay. Liquidated damages are provided to cover late delivery and calculated as a percentage of the contract value up to a maximum amount. Liquidated damages for late delivery normally accrue each day, or other period of calculation, of late delivery. UN Women can require that the liquidated damages clause be in addition to other remedies. [↑](#footnote-ref-23)
23. This Article should be included only if a performance security will be required. It is UN Women’s policy not to require a performance security deposit unless there is either a construction contract where the standard form is used; or, the Director of Management and Administration considers that UN Women’s interests require particular protection. If a performance security is to be requested, the solicitation document shall specify the requirements including the deadline for provision of the security. See POM, sec. 6.6. If a performance security is required, then UN Women should ensure that such original performance security is provided by the Contractor in accordance with the timeframe as specified under the Contract. [↑](#footnote-ref-24)
24. This Article should be included if the Contractor will be using equipment or supplies provided by UN Women, or purchased for UN Women by the Contractor. [↑](#footnote-ref-25)
25. The term “UN Women furnished equipment and supplies” is defined in Article 12.1 under “Security” (which will not necessarily be included in all contracts). If the provision on “Security” is included, the reference in the present article should be to the definition of UN Women furnished equipment and supplies in that provision. If the provision on “Security” is not included, the definition of the term should be included here. [↑](#footnote-ref-26)
26. This is a sample clause for the rare cases where there is a conflict with a provision of the General Conditions which does not involve privileges and immunities, arbitration or some other fundamental aspects of UN Women’s legal status. All such changes to the General Conditions shall require consultation with the Legal Adviser. [↑](#footnote-ref-27)