

Request for Proposal

Reference No.: RfP17/01609

Organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line with the National Strategy for Gender Equality 2017-2021

26 September 2017

Dear Sir/Madam,

Subject: Request for Proposal (RFP) for an organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line with the National Strategy for Gender Equality 2017-2021

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) plans to procure an organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line with the National Strategy for Gender Equality 2017-2021 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:
 - i. This letter and the included Proposal Instruction Sheet (PIS)
 - ii. Instructions to Proposers (Annex 1)
 - iii. Terms of Reference (TOR) (Annex 2)
 - iv. Evaluation Methodology and Criteria (Annex 3)
 - v. Format of Technical Proposal (Annex 4)
 - vi. Format of Financial Proposal (Annex 5)
 - vii. Proposal Submission Form (Annex 6)
 - viii. Voluntary Agreement for Promoting Gender Equality in the Workplace (Annex 7)
 - ix. Proposed Model Form of Contract (Annex 8)
 - x. General Conditions of Contract (Annex 9)
 - xi. Joint Venture/Consortium/Association Information Form (Annex 10)
 - xii. Submission Checklist (Annex 11)
3. The Proposal Instruction Sheet (PIS) -below- provides the requisite information (with cross reference numbers) which is further detailed in the Instructions to Proposers (Annex 1).

PROPOSAL INSTRUCTION SHEET (PIS)

Detailed Instruction governing below listed summary of the "instructions to proposers" are available in the Annex 1 ("Instruction to Proposers") accessible from this <http://www.unwomen.org/~media/commoncontent/procurement/rfp-instructions-en.pdf>

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
4.2	Deadline for Submission of Proposals	<p>Date and Time : <i>October 11, 2017 11:59 PM</i></p> <p>(for local time reference, see www.greenwichmeantime.com)</p> <p>City and Country: Chisinau, Republic of Moldova</p> <p>This is an absolute deadline, proposal received after this date and time will be disqualified.</p>
4.1	Manner of Submission	<p><input checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail</p> <p><input checked="" type="checkbox"/> Electronic submission of Proposal</p>
4.1	Address for Proposal Submission	<p>Personal Delivery/ Courier mail/ Registered Mail :</p> <p>UN Women Moldova 131, 31 August 1989 Street MD-2012 Chisinau Republic of Moldova Attention: Registry Office/Procurement</p> <p>Electronic submission of Proposal:</p> <p><input checked="" type="checkbox"/> Official Address for e-submission: tenders-Moldova@undp.org</p> <p><input checked="" type="checkbox"/> Free from virus and corrupted files</p> <p><input checked="" type="checkbox"/> Format : PDF files only, password protected</p> <p><input checked="" type="checkbox"/> Password <u>must</u> not be provided to UN Women until the date and time of Bid Opening as indicated in No. 4.2</p> <p><input checked="" type="checkbox"/> Max. File Size per transmission: 5 MB</p> <p><input checked="" type="checkbox"/> Max. No. of transmission: 5 (five) for technical proposal and 1 (one) for financial proposal</p> <p><input checked="" type="checkbox"/> No. of copies to be transmitted: 1 (one)</p> <p><input checked="" type="checkbox"/> Mandatory subject of email for the Technical Proposal: "Technical Proposal for RfP17/01609 Organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line with the National Strategy for Gender Equality 2017-2021"</p> <p><input checked="" type="checkbox"/> Mandatory subject of email for the Financial Proposal: "Financial Proposal for RfP17/01609: Organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line with the National Strategy for Gender Equality 2017-2021"</p>

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
		<input checked="" type="checkbox"/> Time Zone to be Recognized: Moldova (GMT+2:00) Proposals should be submitted to the designated address by the date and time of the deadline given.
3.1	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others:
3.4.2	Proposal Currencies	<input checked="" type="checkbox"/> United States Dollars (US\$) <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Moldovan Lei Reference date for determining UN Operational Exchange Rate: 26 September 2017
3.5	Proposal Validity Period commencing after the deadline for submission of proposals (see 4.2 above)	60 days
2.4	Clarifications of solicitation documents	Requests for clarification shall be submitted 7 days before the deadline for submission of proposal.
	Contact address for requesting clarifications on the solicitation documents	Requests for clarification should be addressed to the e-mail address: corneliu.eftodi@unwomen.org Clarification emails should include a subject header in the following format: "UNW RFP Reference 17/01609, Request for Clarification, Company/Contractor Name" Proposers must not communicate with any other personnel of UN Women regarding this RFP. <u>This Email Address is for clarifications ONLY.</u> <u>IMPORTANT: Do not send or copy the e-mail address above while submitting a proposal. Doing so will disqualify your proposal.</u>
2.5	Pre-Proposal/Bid Meeting	<input checked="" type="checkbox"/> Not applicable
3.9	Proposal Security	<input checked="" type="checkbox"/> Not Required No Proposal Security is required for this RFP at this stage; however, UN Women reserve the rights to request a Proposal Security from Proposers at any stage before the award of

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
		contract. No Proposal Security is required for this RFP at this stage; however UN Women reserve the rights to request a Proposal Security from Proposers at any stage before the award of contract.
7.4	Performance Security	<input checked="" type="checkbox"/> Not Required Performance Security is not foreseen to be required by UN Women at this stage; however UN Women reserve the rights to request a Performance Security from the successful proposer at any stage.
3.2	Waiver & Release of Indemnity (if there is a site visit/inspection)	<input checked="" type="checkbox"/> Not Required No site inspections/visits are necessary and therefore a waiver/release of indemnity is not required.

4. The Proposer will be selected based on the Evaluation Methodology and Criteria indicated in Annex 3.
5. This letter is not to be construed in any way as an offer to contract with your organization.

Yours sincerely,



Asya Varbanova,

Country Representative, a.i.
UN WOMEN Moldova

ANNEX 1

RFP Instructions to Proposers

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1 INTRODUCTION

1.1 General

- a) Proposers are invited to submit a proposal for the goods/services/works described in the Terms of Reference (TOR) (Annex 2), in accordance with these solicitation documents in the form of a Request for Proposal (RFP). All correspondence in relation to this RFP shall be sent to the contact address referenced in the Proposal Instruction Sheet (PIS) found in the Invitation Letter.
- b) Proposers must strictly adhere to all the requirements of the RFP. No changes, substitutions or other alterations to the requirements stipulated in the RFP may be made unless in writing by UN Women.
- c) Submission of a proposal shall be deemed as an acknowledgement by the proposer that all obligations stipulated by the RFP will be met and, unless specified otherwise, the proposer has read, understood and agreed to all the instructions in and requirements of the RFP. The proposer also confirms that any due diligence regarding the legal review and ability to be compliant to all contract terms and conditions has been undertaken prior to the submission of offer. Submission of an offer will be confirmation of accepting the UN Women General Conditions of Contract and the contract model annexed to the RFP.
- d) Any proposal submitted will be regarded as an offer by the proposer and does not constitute or imply the acceptance of any proposal by UN Women. No binding contract, including a process contract or other understanding or arrangement will exist between the proposer and UN Women. Nothing in or in connection with this RFP shall give rise to any liability on the part of UN Women unless and until the contract is signed by UN Women and the successful proposer. UN Women is under no obligation to award a contract to any proposer as a result of the RFP.
- e) UN Women may, at its discretion, cancel the requirement in part or in whole.
- f) UN Women implements a policy of zero tolerance on proscribed practices, including fraud¹, corruption², collusion³, unethical practices⁴, and obstruction⁵. UN Women is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UN Women as well as third parties involved in UN Women activities. UN Women therefore:
 - a. 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;
 - b. 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;
 - c. 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;
 - d. will normally requires a UN Women vendor to allow UN Women, or any person that UN Women may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.
- g) All Proposers must adhere to the [UN Supplier Code of Conduct](http://www.un.org/depts/ptd/pdf/conduct_english.pdf), which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf
- h) Information relating to the examination, evaluation, and comparison of Proposals and the recommendation of contract award shall be treated with appropriate confidentiality. Except as otherwise set out herein, UN Women shall not disclose information to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

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

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

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

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

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

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.

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

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

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

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

1.3 Cost of Proposal

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

2 SOLICITATION DOCUMENTS

2.1 Contents of Solicitation Documents

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

2.2 Proposers' Responsibility to Inform Themselves

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

- a) Review the solicitation documents to ensure they have a complete copy;
- b) Examine and fully inform themselves in relation to all aspects of the solicitation documents, including the proposed model form of contract and all documents included or referred to in the RFP;
- c) Obtain and examine all other information relevant to the goods/services/works and the TOR available on reasonable enquiry;

- d) Verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or any discussion with UN Women, its employees or agents;
- e) Attend any Pre-Proposal Meeting that is mandatory under this RFP;
- f) Fully inform and satisfy themselves as to the requirements of any relevant authorities and laws that apply or may in the future apply to the provision of the requested goods/services/works; and
- g) Form their own assessment of the nature and extent of the goods/services/works requested and properly account for all the services in their proposal.

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

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

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

2.3 Errors or Omissions

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

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

2.4 Clarification of Solicitation Documents

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

2.5 Pre-Proposal Meeting

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

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

Information about representatives of proposers who will attend the Pre-Proposal Meeting shall be submitted in writing by the proposers to the UN Women contact person as listed in the PIS, including the full name and position of each representative at least 48 hours before the Pre-Proposal Meeting is to be held.

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

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

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

2.6 Amendments of Solicitation Documents

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

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

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

3 PREPARATION OF PROPOSALS

3.1 Language of the Proposal

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

3.2 Documents Comprising the Proposal

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

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

3.3 Technical Proposal

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

3.3.1 Expertise and Capability of Proposer

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

3.3.2 Proposed work plan and approach

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

3.3.3 Resource Plan, key personnel

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

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

It is mandatory that the proposer's proposal numbering system crossreferences the numbering system used in the "Format of Technical Proposal," Annex 4.

References to supporting documentation, including descriptive material and brochures should be included in the text of the proposal and the supporting documentation attached as annexes to the proposal. Any information which the proposer considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text. Proprietary information will remain internally as part of the confidential procurement process only and will be redacted if a document containing such information is published publicly.

3.4 Financial Proposal

3.4.1 Proposal prices

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

3.4.2 Proposal currencies

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

3.5 Proposal Validity Period

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

3.6 Format and Signing of Proposals

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

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

3.7 Payment

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

3.8 Joint Venture, Consortium/Association

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

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

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

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

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

3.9 Proposal Security

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

- a) If the proposer withdraws its proposal after the deadline for submission, or;
- b) In the case the successful proposer fails to:
 - a. Sign the contract resulting from this RFP process in accordance with the terms and conditions set forth in this RFP (and within the timeframe required for signature), including if applicable, for variation of requirement, as per RFP Clause 7.2; or
 - b. 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 SUBMITTED COMPLETELY SEPARATELY** into two separate sealed envelopes if sent by postal mail or in two separate e-mails if sent electronically.

A) Mail/courier/personal delivery:

The Financial Part and the Technical Part of proposals **MUST BE COMPLETELY SEPARATE** in two separate envelopes and each of them must be sealed individually and **clearly marked on the outside as either "TECHNICAL PROPOSAL - RfP17/01609: Organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line with the National Strategy for Gender Equality 2017-2021 /UN Women." or "FINANCIAL PROPOSAL RfP17/01609: Organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line with the National Strategy for Gender Equality 2017-2021 UN Women"**, 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 Moldova
 131, 31 August 1989 Street,
 MD-2012 Chisinau,
 Republic of Moldova
 Attention: **Registry Office/Procurement**

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

UN Women Moldova 131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova Submission 1 of 2: (name of the proposer) Technical Proposal RfP17/01609: Organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line	UN Women Moldova 131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova Submission 2 of 2: (name of the proposer) Financial Proposal RfP17/01609: Organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line
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with the National Strategy for Gender Equality 2017-2021 /UN Women

with the National Strategy for Gender Equality 2017-2021 /UN Women

If the inner envelopes are not sealed and marked as per the above and information provided in PIS, the UN Women procurement practitioner will not assume responsibility for the proposal's misplacement or premature opening.

B) Proposals by e-mail:

In order to facilitate the submission, of both Technical and Financial Proposals, duly stamped and signed submissions can be send in electronic PDF format.

In case case of electronic submission, the Offeror shall send two (2) separate messages by e-mail to the following address:

tenders-Moldova@undp.org

The first e-mail message shall have the following subject: **"Technical Proposal for RfP17/01609: Organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line with the National Strategy for Gender Equality 2017-2021 /UN Women"**. The second e-mail message shall include the price schedule/financial proposal and shall have the following subject: **"Financial Proposal for RfP17/01609: Organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line with the National Strategy for Gender Equality 2017-2021 /UN Women"**.

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

Having prepared the Proposal in paper format as specified in Clause "4. Submission of Proposals" hereof, the entire Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails.

The Financial Part and the Technical Part oof proposals **MUST BE COMPLETELY SEPARATE and as separate e-mails** with a clear subject of te email formatted as:

- **"Technical Proposal for for RfP17/01609: Organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line with the National Strategy for Gender Equality 2017-2021 /UN Women"** and
- **"Financial Proposal: for RfP17/01609: Organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line with the National Strategy for Gender Equality 2017-2021 /UN Women" – DO NOT OPEN IN ADVANCE.** The opening of the financial proposal must be secured with the password protected ZIP archive by the Offeror, which will be given to the UN Women procurement practitioner upon its request after the completion of the technical proposals evaluation.

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

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

- i. 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;
- ii. Proposals sent via the correct route after having been sent incorrectly;
- iii. If the Technical and Financial Proposals are sent in the same PDF file;
- iv. If financial information is included in the technical proposal.

4.2 Deadline for submission of Proposals

Proposals must be received by the UN Women procurement practitioner at the address specified in the PIS no later than the time and date specified in the PIS (for local time ref, see www.greenwichmeantime.com). It shall be the sole responsibility of the proposers to ensure that their proposal is received before the deadline.

Proposers are reminded that it can take some time to transmit the files via e-mail so they should submit their proposal well before the deadline.

The UN Women procurement practitioner may, at its own discretion extend the deadline for the submission of proposals by amending the solicitation documents by written notice. Deadlines set are strict and absolute. Proposals received later shall

be automatically disqualified from consideration. Late proposals will be rejected and burden will be on proposer to collect any proposal copies within 15 business days. Late bids are any submissions that are time-stamped as “received” after the deadline date and time

4.3 Modification and Withdrawal of Proposals

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

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

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

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

5 OPENING AND EVALUATION OF PROPOSALS

5.1 Opening of Proposals

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

5.2 Confidentiality & Briefings

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

Disclosure of awards will be made transparent to the general public through the posting of Notice of awards to the UN-Women Procurement Section website, for awards valued at USD \$100,000 and above. The information posted will contain the following:

- Name of contractor;
- Beneficiary Country;
- Contract amount in USD; and
- A general description of contract

Generally, UN-Women does not offer a detailed debrief to involved unsuccessful bidders on any tender exercise. However, in the case of high-value or highly complex contracts, a debriefing request may be made by an unsuccessful bidder. Debriefs shall be made through writing and is limited to award information as listed above and identification of any major technical deficiencies or weaknesses in a proposal.

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

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

5.3 Clarification without Material Deviation

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

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

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

5.4 Preliminary Examination

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

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

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

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

6 EVALUATION METHODOLOGY AND CRITERIA

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

7 AWARD OF CONTRACT

7.1 Award criteria

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

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

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

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

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

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

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

7.3 Signing of the contract

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

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

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

7.4 Performance Security

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

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

7.5 Vendor Protest

UN Women's [vendor protest procedure](http://www.unwomen.org/en/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.

7.6 Inter-Agency Applicability

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

TERMS OF REFERENCE

Terms of Reference

for an organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line with the National Strategy for Gender Equality 2017-2021

Duty Station:	Chisinau and other localities, Republic of Moldova
Reference to the Project:	0098990
Contract type:	Professional Services Contract
Duration of the assignment:	November 2017 – mid April 2018

Background

UN Women is operational in Moldova since 2010. Currently, it is implementing its Strategic Note for 2014-2017. UN-Women closely cooperates with the government, civil society, and private sector to advance social, economic and political rights and opportunities for women and girls, placing special focus on those from marginalized groups. These include, but not limited to rural women, Romani women, women with disabilities, young women, women living with or affected by HIV, women survivors of violence and trafficking, women migrants, elderly women and women in Transnistria and Gagauzia. We work with them to challenge the stereotypical image of women. We apply new tools to ensure women's proactive engagement in designing, prototyping and implementing the state policies and plans. Thus, UN-Women's operation in Moldova focuses on bringing about concrete change in the lives of women and the society as a whole through the following three key impact areas: 1. Women lead and participate in decision-making at all levels; 2. Women, especially the poorest and most excluded, are economically empowered and benefit from development; 3. Women and girls live a life free of violence.

The Government of the Republic of Moldova has recently approved its second National Strategy for Gender Equality (NSGE) for the years 2017-2021 (approved on March 9. 2017, Decision no. 259 from 28.04.2017), superseding the National Gender Equality Strategy that came to an end in December 2015. The Strategy is first of its kind that was co-created with women from various vulnerable and excluded groups who provided their inputs to the strategy based on their own positive experience to break stereotypes and overcome barriers for their own empowerment in economic, political and social life. The vision of the Strategy is to use the full human potential of the society free from gender based discrimination by empowering women.

The NSGE's focus is on five objectives and ten areas of interventions: women's participation in decision-making, labour market and gender pay gap, social protection and family policies, health, education, climate change, institutional mechanism, stereotypes in the society and non-violent communication, gender equality in the security and defence sector and gender-sensitive budgeting.

One of the main institutional actors working on gender equality is the Governmental Commission for Equality between Women and Men, which is responsible to oversee the implementation of the NSGE. The task of

drafting policies on gender equality is assigned to the Ministry of Health, Labour and Social Protection, Department of policies for ensuring equality between women and men (DEO). Following the CEDAW recommendations from 2013 (CEDAW /C/MDA/CO/4-5, para. 14) to expeditiously strengthen the national machinery for the advancement of women, the institutional mechanism on gender equality was enlarged and improved. Thus, the Law 71 (2016) amended the framework Law on Gender Equality (2006) by prescribing that each Ministry forms a Gender Coordination Group, bringing together gender units from the divisions responsible for sectorial policies development, promotion and monitoring, local level authorities being also mandated to have gender units. To ensure a proper functioning of the gender equality machinery, according to the general objective 2 of the NSGE, Government foresees to strengthen the human resources' capacity within the existing institutional mechanism and streamlining the activity of the Government Commission for Equality between Women and Men. Ongoing reforms in the public administration including the recently adopted new Law on Government may introduce further changes in the powers of the gender equality machinery.

While the legal and policy framework for gender equality mechanism is in place, the capacities of the gender equality machinery in the government remain weak and the majority of sector strategies, plans and budgets are developed and implemented without taking into account the gender perspective. The implementation of the NSGE requires that each Line Ministries develops sectorial action plans.

Therefore, under its ongoing cooperation with the Ministry of Health, Social Protection and Family and with the goal to further strengthen the capacities of the gender equality machinery in the Government and to advance the implementation of the NSGE, UN Women will support series of capacity building activities for gender coordination groups in line Ministries. The target gender coordination groups will be from the following institutions: Ministry of Health, Labour and Social Protection, Ministry of Agriculture, Regional Development and Environment, Ministry of Education, Culture and Research, Ministry of Economy and Infrastructure and Ministry of Finance. Following assessment of this cycle of capacity building, other Ministries and government bodies, including local public authorities, may be included in future activities.

For this purpose, UN Women plans to subcontract a company/organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries and drafting sectorial action plans for the implementation of the National Strategy for Gender Equality for 2017-2021.

Scope of work

Under the overall guidance of UN Women Programme Specialist and in close coordination with the head of Department of polices for ensuring equality between women and men (DEO), Ministry of Health, Labour and Social Protection, the selected company/organization will be responsible to organize a series of activities to increase capacities of the gender units from five line ministries (Ministry of Health, Labour and Social Protection, Ministry of Agriculture, Regional Development and Environment, Ministry of Education, Culture and Research, Ministry of Economy and Infrastructure and Ministry of Finance) on gender equality and provide support in developing their sectorial action plans for the implementation of the National Strategy for Gender Equality 2017-2021.

Tasks

The specific tasks required under this Assignment are the following:

Task 1: Develop and deliver three-days training session on gender equality for up to 40 gender units within the selected ministries to strengthen the overall understanding of gender equality, gender sensitive-budgeting and

how to mainstream gender equality into sectorial policies, in line with the existing policy and legal framework and international commitments on gender equality.

Activities will include, but not limited to:

- 1.1 Develop the overall methodology and action plan for this task, coordinated with DEO;
- 1.2 Conduct preliminary training needs assessment of the gender units;
- 1.3 Based on the needs assessment, develop the content and agenda for the training session as well as accompanying training materials (PPTs, handouts, etc.) with the focus on gender equality, gender mainstreaming into public policies, gender sensitive-budgeting, national policy and legal framework in GE, international commitments;
- 1.4 Deliver the training session (three-days training session for up to 40 participants). The company/organization will ensure the administrative and logistical arrangements for organizing training, including renting of venue (outside Chisinau), accommodation for participants, meals and coffee breaks, transportation from/to Chisinau to the venue, training materials. The company will also be responsible to ensure adequate human resources to deliver the training program and develop the training package to include agenda, power point presentations, handouts and relevant bibliography, other relevant support materials, evaluation forms and the results of the training evaluation, photos, list of participants, etc.

Task 2: Organize 15 sectorial thematic workshops (3 workshops per ministry) for up to 20 participants each (gender units within selected ministries and subordinated institutions) to capacitate and support gender units in developing sectorial action plans for implementing NSGE 2017-2021.

Activities will include, but not limited to:

- 2.1. Undertake desk reviews of the sector policies, strategies, action plans, from a gender perspective to identify gaps in line with NSGE;
- 2.2. Organize and lead 15 sectorial thematic workshops to facilitate joint analysis of the sectors in line with NSGE provisions and undertake joint development of the sectorial detailed action plans. The company is responsible to have at least 3 workshops with each of the line ministries for up to 20 participants per event, including to develop the agendas and relevant accompanying support materials. The company/organization will ensure the administrative and logistical arrangements for organizing sectorial thematic workshops. During the workshops, the company/organization will provide full methodological support and guidance to the Gender coordination groups in developing the first draft of the sectorial actions plans for implementing the National Strategy on gender equality 2017-2021;
- 2.3. Based on the first drafts of the sectorial action plans developed during sectorial workshops and on the results of preliminary analysis, finalize the advanced drafts of sectorial action plans;
- 2.4. Prepare reports per sectorial thematic workshop organized.

Task 3: Organize final workshop for up to 40 gender units from selected ministries to present their sectorial action plans:

3.1. Develop the content and agenda for the final workshop as well as accompanying materials (PPTs, handouts, etc.) with the focus on main achievements during the period of assignment and recommendations. The company/organization will ensure the administrative and logistical arrangements for organizing workshop, including renting of venue (in Chisinau), meals and coffee breaks, training material etc.

3.2. Develop final report on the undertaken activities, main achievements and recommendations.

Deliverables and timeframe:

During the implementation of this assignment, the company/organization shall be responsible for delivering of the following outputs, comprising of the main milestones:

No	Deliverables	Tentative timeframe for accomplishment of task	Approximate share of work	Percentage of milestone/output and tentative schedule of payments
1.	Methodology and detailed action plan for the entire assignment presented and approved by DEO and UN Women.	Within one week after signing the contract	10 %	By end-December 50%
2.	Preliminary training needs assessment of the gender units conducted	Within two week after signing the contract	10 %	
3.	Report on the three-days training session for up to 40 gender units presented and approved	By mid-November, 2017	15%	
4.	Report on selected sector policies, strategies, and action plans desk review from a gender perspective to identify gaps in line with NSGE	By mid-December, 2017	15%	
5.	Report on conducting 15 sectorial thematic workshop	By mid-February 2018	20%	By end-March 2018 50%
6.	Final detailed sectorial action plans for NSGE implementation presented	By end-February 2018	20 %	
7.	Report on the final workshop for up to 40 gender units present and approved	By mid-April 2018	10 %	
	Total		100 %	

Management arrangements

The company/organization will work under the direct supervision and guidance UN Women Programme Specialist and in close coordination with the head of Department for Equal Opportunities, MHLSP. The company/organization is expected to provide a number of highly qualified consultants/experts for this specific assignment, with appropriate skills and expertise as outlined in the Requirements to Organizations/Companies section of the ToR.

Duration of the assignment

It is expected that the company shall begin work in November 2017 with work being completed before mid-April 2018, in conformity with the indicative timeframe described under “Deliverables and Timeframe” section.

Performance evaluation

The Contractor’s performances will be evaluated against such criteria as: timeliness, responsibility, initiative, communication, accuracy, and quality of the products delivered.

Financial arrangements:

Payment will be disbursed in 2 instalments, upon submission and approval of corresponding milestones, certified by the UN Women Programme Specialist that the services have been satisfactorily performed.

Requirements to Organizations/Companies:

1. Officially registered legal entity with full capacity to act;
2. At least 5 years’ experience in advancing gender equality and human rights;
3. At least 3 years’ work experience in developing and delivery various types of trainings and capacity building programs, including for civil servants, in the field of promoting and advancing gender equality and human rights including gender mainstreaming into public policies;
4. At least 3 years of previous experience conducting gender reviews, analysis, assessments and other similar exercises;
5. At least 3 years of demonstrated experience of working/collaborating with the Government sectors in assisting/supporting drafting policy recommendations/ policy reports, coordinating activities;
6. Previous experience in working with UN Women or other UN Agencies is an advantage;
7. Adherence to UN/UN Women general terms and conditions of payment and work.

The organization of the task team is of ultimate importance. The required experience of the project team shall be explicitly described in their CVs. The team must include:

Team Leader

1. University Degree in human rights, gender studies, public relations, development studies and/or other social science related areas relevant for the assignment;
2. Minimum 5 years of proven work experience in the field of gender equality, human rights and development;
3. At least 3 years of experience as a team/group leader/manager in undertaking similar assignments;
4. Experience with development organizations, including donors and stakeholders is considered an asset;
5. Fluency in Romanian, Russian and English.

Team members, to cover expertise in the following areas:

- women’s participation in decision-making,
- labour market and gender pay gap,
- social protection policies,
- health,

- education,
 - agriculture and climate change,
 - gender-sensitive budgeting
1. Relevant degree in at least one of the upper mentioned areas;
 2. Minimum 3 years of proven work experience in the field of gender equality, human rights and development, with particular focus in one of the areas mentioned above;
 3. At least 2 years of experience in developing and delivery various types of trainings and capacity building programs, including for civil servants, including on advancing gender equality and human rights;
 4. Experience with UN or other organizations, including donors and stakeholders will be considered an asset;
 5. Fluency in Romanian and Russian, knowledge of English will be considered an asset.

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

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 valid;
- The offer is complete and eligible;
- The proposal is complete (i.e., does include all required information and documents as specified in the PIS, Section 3: Preparation of Proposals);
- The proposer is eligible as per Clause 1.2: Eligible Proposers;
- The proposal has been duly signed and/or signed on the relevant signature-blocks;
- The validity of the proposal is in accordance with the requirements of the RFP Clause 3.5: Proposal Validity;
- The Technical and Financial Proposals have been submitted separately;
- The pricing information is not included in the Technical Proposal;
- Proposals and modification to proposals were not 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;
- Proposal(s) were submitted before the deadline indicated in the RFP.

1. **Cumulative Analysis Methodology:** A proposal selected on the basis of *cumulative analysis* where total score is obtained upon a combination of the weighted technical and financial attributes.

A two-stage procedure will be utilized in evaluating of 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 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:

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

Where:

- p = points for the financial proposal being evaluated
- y = maximum number of points for the financial proposal
- μ = price of the lowest priced proposal
- z = price of the proposal being evaluated

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

Evaluation of technical proposal:

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

1.0 Expertise and Capability of Proposer		Points obtainable
Expertise of organization submitting proposal		
1.1	Reputation of Organisation and Staff (Competence/Reliability) in the area of gender equality, human rights and development;	20
1.2	General Organizational Capability which is likely to affect performance (i.e. number and type of products/assessments produced in the past)	20
1.3	Quality assurance procedures	10
1.4	Relevance of:	
	1.4.1 At least 5 years' experience in advancing gender equality and human rights <i>(10 p for at least 5 years of relevant experience, 20 p for 5 to 7 years of experience and 30 p for more than 7 years of experience)</i>	30
	1.4.2. Previous experience in developing and delivery various types of trainings and capacity building programs, including for civil servants, in the field of promoting and advancing gender equality and human rights including gender mainstreaming into public policies <i>(10 p for at least 3 years of relevant experience, 20 p for 3 to 5 years of experience and 30 p for more than 5 years of experience)</i>	30
	1.4.3. At least 3 years of previous experience conducting gender reviews, analysis, assessments and other similar exercises <i>(10 p for at least 3 years of relevant experience, 20 p for 3 to 5 years of experience and 30 p for more than 5 years of experience)</i>	30
	1.4.4. Demonstrated experience of working/collaborating with the Government sectors in assisting/supporting drafting policy recommendations/ policy reports, coordinating activities <i>(10 p for at least 3 years of relevant experience, 20 p for 3 to 5 years of experience and 30 p for more than 5 years of experience)</i>	30
	1.4.5. Previous experience in working with UN Women or other UN Agencies	10
Sub-total of the "Expertise of organization submitting proposa"		180
2.0 Proposed Work Plan and Approach		Points obtainable
Proposed methodology		
2.1	The task is well understood and properly (in sufficient detail) addressed and correspond to the ToR	50
2.2	Important aspects of the task are addressed in sufficient details	50
2.3	Proposal is based on a survey of the project environment; data input is properly used in the preparation of the proposal	60

2.4	Efficient and realistic work plan corresponding to the needs/specifics stipulated in the TOR (sequence of activities is realistic and will ensure effective implementation of the work plan, plan is falling in indicated under the ToR time frames)	50
	Sub-total of the "Proposed Work Plan and Approach"	210
3.0 Resource Plan, Key Personnel		Points obtainable
Qualification and competencies of proposed personnel		
3.1	Team Leader	
3.1.1	University Degree in human rights, gender studies, public relations, development studies and/or other social science related areas relevant for the assignment	20
3.1.2	Minimum 5 years of proven work experience in the field of gender equality, human rights and development	50
	Minimum 5 years	25
	Between 5 and 7 years	40
	More than 7 years	50
3.1.3	At least 3 years of experience as a team/group leader/manager in undertaking similar assignments	40
	Minimum 3 years	20
	Between 3 and 5 years	30
	More than 5 years	40
3.1.4	Experience with development organizations, including donors and stakeholders is considered an asset	10
3.1.5	Fluency in Romanian, Russian and English	30
	Sub-total "Team leader"	150
3.2	Team members/experts	
3.2.1	Relevant degree in at least one of the areas: women's participation in decision-making, labour market and gender pay gap, social protection policies, health, education, agriculture and climate change, gender-sensitive budgeting, economic and infrastructure	30
3.2.2	Minimum 3 years of proven work experience in the field of gender equality, human rights and development, with particular focus in one of the areas mentioned above	50
	Minimum 3 years	25
	Between 3 and 5 years	40
	More than 5 years	50
3.2.3	At least 2 years of experience in developing and delivery various types of trainings and capacity building programs, including for civil servants, including on advancing gender equality and human rights	40
	Minimum 2 years	20
	Between 2 and 4 years	30
	More than 4 years	40
3.1.4	Experience with development organizations, including donors and stakeholders is considered an asset	10
3.1.5	Fluency in Romanian and Russian, knowledge of English will be considered and	30
	Sub-total "Team members/experts"	160
	Sub total of the "Resources Plan, key Personnel"	310
	70% out of 700 pts = 490 pts needed to pass technical	

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

ANNEX 4

FORMAT OF TECHNICAL PROPOSAL

Technical Proposals not submitted in this format may be rejected.

Financial Proposal must be submitted in separate envelope or email address where electronic submission is allowed.

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

Name of Proposing Organization:	
Country of Registration:	
Type of Legal entity:	
Name of Contact Person for this Proposal:	
Address:	
Phone:	
Fax:	
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 other UN organizations/ major multilateral / or bilateral programmes is highly desirable.
- Provide at least 3 references

Project	Client	Contract Value	Period of performance (from/to)	Role in relation to the undertaken to goods/services/works	Reference Contact Details (Name, Phone, Email)
1-					
2-					
3-					

Section 2.0: Proposed Work Plan and Approach

2.1 Analysis approach, methodology

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

2.2 Management - timeline, deliverables and reporting

- Provide a detailed description of how the management for the requested goods/services/works will be implemented in regard to the TOR

2.3 Environment-related approach to the service/work required

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

Section 3.0: Resource Plan, Key Personnel

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

Provide Curriculum vitae of the proposed personnel that will be involved either full time or part time.

Highlight the relevant academic qualifications, specialized trainings and pertinent work experience.

Substitution of key personnel shall only be permitted in accordance with section 2.4 of the General Conditions of Contract.

Please use the format below, with each CV no more than THREE pages in length.

Sample CV template:

Name:		
Position for this Assignment:		
Nationality:		
Language Skills:		
Educational and other Qualifications		
Employment Record: [Insert details of as many other appropriate records as necessary]		
From [Year]: _____ To [Year]: _____		
Employer: _____		
Positions held: _____		
Relevant Experience (From most recent; Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under the TOR) [Insert details of as many other appropriate assignments as necessary]		
Period: From - To	Name of project/organization:	Job Title, main project features, and Activities undertaken
References (minimum 3)		
(Name/Title/Organization/Contact Information – Phone; Email)		

ANNEX 5

FORMAT OF FINANCIAL PROPOSAL

The Financial Proposal must be prepared as a separate PDF file from the rest of the RFP response as indicated in Clause 3.4.1 of the Instruction to Proposers. The components comprising the total price must provide sufficient detail to allow UN Women to determine compliance of proposal with requirements as per TOR of this RFP. The Proposer shall include a complete breakdown of the cost elements associated with each line item and those costs associated with any proposed subcontract/sub-awards (separate breakdown) for the duration of the contract. Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

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

In addition, the financial proposal must include, but not necessarily be limited to, the following documents:

1. A summary of the price in words and figures

- i. **Price breakdown:** The price must cover all the services to be provided and must itemize the following:
 - a. An all-inclusive fee rate per working day for each expert to be assigned to the team. The fee rate must include remuneration of each expert, all administrative costs of employing the expert and the margin covering the Proposer overhead and backstopping facilities
 - b. An all-inclusive daily subsistence allowance (DSA) rate for every day in which the experts shall be in the field for purposes of the assignment.
 - c. An all-inclusive amount for necessary international travel and related expenses by the most appropriate means of transport and the most direct economy class practicable route. The breakdown shall indicate the number of round trips per team member.
 - d. An all-inclusive amount for local travel, if applicable.
 - e. If applicable, other costs required for purposes of the assignment not covered in the foregoing or beneath paragraphs such as communication, printing and dispatching of reports to be produced during the assignment, rental and freight of any instruments or equipment required to be provided by the Proposer for the purposes of the services, office accommodation, investigations, surveys, etc.
 - f. Summary of total cost for the services proposed.
- ii. **Schedule of payments:** Proposed schedule of payment might be expressed by the Proposer, and payment will be made by UN Women in the currency of the proposal. The payment schedule must be linked to the delivery of the outputs specified in your technical component.

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

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

Financial Proposal: Ref. RfP17/01609: Organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line with the National Strategy for Gender Equality 2017-2021 /UN Women

A. Cost Breakdown per Deliverables

	Deliverables	Percentage of Total Price	Price (Lump Sum, All Inclusive)	Delivery time/time period (if applicable)
1	Methodology and detailed action plan for the entire assignment presented and approved by DEO and UN Women.	10%		Within one week after signing the contract
2	Preliminary training needs assessment of the gender units conducted	10%		Within two week after signing the contract
3	Report on the three-days training session for up to 40 gender units presented and approved	15%		By mid-November, 2017
4	Report on selected sector policies, strategies, and action plans desk review from a gender perspective to identify gaps in line with NSGE	15%		By mid-December, 2017
5	Report on conducting 15 sectorial thematic workshop	20%		By mid-February 2018
6	Final detailed sectorial action plans for NSGE implementation presented	20 %		By end-February 2018
7	Report on the final workshop for up to 40 gender units present and approved	10 %		By mid-April 2018
	Total	100%	MDL	

B. Cost Breakdown by Resources

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UN Women shall use the cost breakdown 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.

No.	Description	Quantity	Number of Unit	Unit Cost (MDL)	Total Cost (MDL)
1.	Personnel services				
1.1	Team Leader	Person-days			
1.2	Team Member 1	Person-days			
1.3	Team Member 2	Person-days			
1.4	Team Member 3	Person-days			
1.5	Other (specify)				
2.	Operational cost				

2.1	Conference room (up to 40 participants) for 3 days training Requirement to venue: - Accessible for people with disabilities - Located outside Chisinau, in a radius of 30 km from Chisinau.	Event/day			
2.2	Conference room for final event (up to 40 participants) for 1 day workshop Requirement to venue: - Accessible for people with disabilities - Located within Chisinau	Event/day			
2.3	Training handouts for participants (agenda, training materials, support materials, other specify)	Per person			
2.4	Technical equipment for presentations (such as: laptop, overhead projector, screen, wireless microphones (2) etc.)	1 lump sum			
2.4	Catering services: - Continental breakfast - Coffee breaks (to include freshly brewed coffee, herbal and leaf teas, full cream, salty and sweet pastry, seasonal fresh fruit) - 3-course business lunch, including juice and water - Dinner (meat or fish and side dish (pasta or potatoes with vegetables or other side dish); salad bar or assorted vegetables, fruit juice, mineral water)	Per person			
2.5	Accommodation: - in standard double rooms (two beds), minimum 3 stars or equivalent); - accessible for people with disabilities; - mostly 30 km farther from Chisinau	Room/Person/Night			
2.6	Transportation costs (specify)	Per km			
3.	Management costs	%			

4.	Other costs*				
	TOTAL				

* Additional budget details explaining the calculations are welcomed.

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

Date: *[insert date of Proposal Submission]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Proposal Solicitation Documents;
- (b) We offer to supply in conformity with the Proposal Solicitation Documents the following **RfP17/01609: organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line with the National Strategy for Gender Equality 2017-2021/UN Women** and undertake, if our proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.
- (c) We ensure any due diligence regarding the legal review and ability to be compliant to all contract terms and conditions has been undertaken prior to the submission of our offer. Submission of this offer is confirmation of accepting a UN WOMEN contract included herein.
- (d) We offer to supply for the sum as may be ascertained in accordance with the Financial Proposal submitted in accordance with the instructions under the Proposal Instruction Sheet;
- (e) Our proposal shall be valid for a period of 60 days from the date fixed for opening of proposals in the Request for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our proposal is accepted, we commit to obtain a performance security with the instructions under the Proposal Instruction Sheet;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from countries _____ *[insert the nationality of the proposer, including that of all parties that comprise the proposer]*
- (h) We have no conflict of interest in accordance with Clause 1.2 (*Eligible Proposers*) of the RFP Instructions to Proposers;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UN Women, in accordance with Clause 1.2 (*Eligible Proposers*) of the RFP Instructions to Proposers;
- (j) We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive.

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

In the capacity of _____ *[insert legal capacity of person signing the Proposal Submission Form]*

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

Duly authorized to sign the proposal for and on behalf of: _____ *[insert complete name of Proposer]*

Dated on _____ day of _____, _____ *[insert date of signing]*

VOLUNTARY AGREEMENT

Voluntary Agreement for Promoting Gender Equality in the Workplace

Between

(Name of the Contractor)

And

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

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

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

On behalf of the contractor:

Name : _____, Title : _____

Address : _____

Signature : _____

Date: _____

ANNEX 8

PROPOSED MODEL OF CONTRACT

CONTRACT- PROFESSIONAL SERVICES

This Contract dated [date] is made

BETWEEN

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

and

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

(Both hereinafter separately and jointly referred to as the “Party” or the “Parties”).

WITNESSTH

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

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

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

Article 1 Contract Documents

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

- 1.1.1 UN-Women General Conditions of Contract—Contracts for the Provision of Services, annexed hereto as Annex A (“General Conditions”);
- 1.1.2 Terms of Reference, annexed hereto as Annex B (“TOR”) [*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 [and]
- [1.1.4 Form of Performance Security]; [and]
- [1.1.5 other annexes that may be relevant]

1.2 The Contract Documents are complementary of one another but,

- 1.2.1 First, this document;
- 1.2.2 Second, Annex A;
- 1.2.3 Third, Annex B;
- [1.2.4 Fourth, Annex C;]

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.

[1.2.5 *Fifth, Annex D;*] *[and]*
 [1.2.6... *other Annexes*]⁷

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

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

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

Article 2

Effective Date and Term

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

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

7.6.1 Article 3

7.6.2 Representations and Warranties

3.1 The Contractor represents and warrants that:

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

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

⁷ Modify order of priority of Annexes after the General Conditions, as appropriate, provided, however, the General Conditions should prevail over all other Annexes.

⁸ If this clause is selected, make corresponding changes / references to "Initial Term" and "Extended Term" throughout the document.

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

.././....]

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

4.4 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by [mail, courier and/or fax] to the address specified in Article 17 (Notices) below.

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

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

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

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

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

4.10 In addition to its obligations under Article 25 (Observance of the Law) of the General Conditions, the Contractor shall be aware of and shall comply with all applicable international standards and local labor laws,

ordinances, rules, and regulations pertaining to the employment of local and international staff in connection with the Services in countries where Services will be performed and the country where the Contractor is incorporated, including, without limitation, laws, ordinances, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments.

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

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

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

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

4.15 In addition to its obligations under Article 20 (Audits and Investigations) of the General Conditions, the Contractor shall promptly notify UN-Women of any legitimate suspicion on the part of the Contractor of fraudulent or corrupt activities or other wrongdoing by UN-Women personnel, Contractor's personnel (including its agents or subcontractors) or by other third parties through UN Women. Such notification shall be sent to UN-Women in accordance with Article 18 (Notices) of this Contract. The Contractor acknowledges and agrees that this Article 4.15 is an essential term of the Contract and that any breach of this provision shall entitle UN-Women to terminate the Contract or any other contract with UN-Women immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

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

4.18 Without limiting and further to Article 6 (Insurance and Liability) of the General Conditions, the foregoing provisions of this Article 4, and Article 8 (Insurance) below, the Contractor shall ensure that all of its Personnel used to perform the Services in connection with this Contract are (i) medically fit to perform such Services, and (ii) adequately covered by insurance for any service-related illness, injury, death or disability. The

Contractor shall submit proof of such medical fitness and such insurance satisfactory to the UN before commencing any Services under this Contract.”

4.19 The Contractor shall perform the Services using the personnel listed as key personnel below: [List] (collectively, the “Key Personnel”).

#	Name, Suremane	Position with the organization	Role under current assignment
1.			
2.			

Article 5

Contract Price

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

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

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

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

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

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

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

Article 6

Submission of Invoices

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

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

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

Article 7

Time and Manner of Payment

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

1. Name of Bank:
2. Bank Address:
3. Bank ID:
4. Account No:
5. Title/name:
6. Currency of Payment:
7. Currency of Bank Account:
8. Type of Account:

All payments will be done by the United Nations Development Programme (UNDP) Moldova on behalf of UN Women Moldova Office

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

Article 9D

Liquidated Damages

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

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

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

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

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

Article 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]*

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: _____

ANNEX 9

GENERAL CONDITIONS OF CONTRACT

The GCs can be accessed by Proposer from UN W website by clicking on the below link.

For Services, available from this link:

<http://www.unwomen.org/~media/CommonContent/Procurement/UNwomen-GeneralConditionsOfContract-Services-en.pdf>

ANNEX 10

RfP17/01609: Organization to provide conceptual and logistical support in strengthening the capacities of gender coordination groups of the line ministries in line with the National Strategy for Gender Equality 2017-2021/UN Women

JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

(to be completed and returned with your technical proposal)

JV / Consortium/ Association Information	
Name of leading partner (with authority to bind the JV, Consortium/Association during the Bidding process and, in the event a Contract is awarded, during contract execution)	<i>[insert name, address, telephone/fax or cell number, and the e-mail address]</i>
JV's Party Legal Name:	<i>[insert JV's Party legal name] {Attach original copy of document of incorporation/registration of the JV, in accordance with Clause 3 (Eligible Bidders)}</i>
JV's Party Country of Registration:	<i>[insert JV's Party country of registration]</i>
JV's Party Year of Registration:	<i>[insert JV's Party year of registration]</i>
JV's Party Legal Address in Country of Registration:	<i>[insert JV's Party legal address in country of registration]</i>
Consortium/Association's names of each partner/authorized representative and contact information	
Name of partner: _____ Address : _____ Phone Number(s) : _____ Email Address(es) : _____	Name of partner: _____ Address : _____ Phone Number(s) : _____ Email Address(es) : _____
Name of partner: _____ Address : _____ Phone Number(s) : _____ Email Address(es) : _____	Name of partner: _____ Address : _____ Phone Number(s) : _____ Email Address(es) : _____
Consortium/Association Agreement	Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with Clause 3 (Eligible Bidders). <input type="checkbox"/> JV Agreement, or letter of intent to enter into such an Agreement, signed by the legally authorized signatories of all the parties

Signatures of all partners/authorized representatives:

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

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

ANNEX 11

SUBMISSION CHECKLIST

FOR SUBMISSIONS BY COURIER MAIL/HAND DELIVERY:

Outer envelope containing the following forms:

- Proposal Submission Form ☐
- Joint Venture Form (if a joint venture) ☐
- Voluntary Agreement to Promote GE & WE (Voluntary) ☐
- Proposal Security Form (if required) ☐
- Performance Security Form (if required) ☐

First inner envelope containing:

- Technical Proposal ☐

Second inner envelope containing:

- Financial Proposal ☐

FOR EMAIL SUBMISSIONS:

Technical Proposal PDF sent to the technical e-mail address specified in the Invitation Letter includes:

- Technical Proposal ☐
- Proposal Submission form ☐
- Joint Venture Form (if a joint venture) ☐
- Voluntary Agreement to Promote GE & WE (Voluntary) ☐

Financial Proposal PDF sent to the financial e-mail address specified in the Invitation Letter includes:

- Financial Proposal ☐
- Financial Excel Spreadsheet (if required) ☐

Please check-off to confirm the below:

- MODEL FORM OF CONTRACT HAS BEEN READ AND UNDERSTOOD ☐
- THE GENERAL CONDITIONS OF THE CONTRACT HAVE BEEN READ, UNDERSTOOD, DULY REVIEWED BY A LEGAL ENTITY FOR MY ORGANIZATION'S ABILITY TO COMPLY AND ACCEPT ALL TERMS. ☐