Request for Quotation (RFQ) for the organization of national campaign around the International Women's Day

Reference No.: RfQ18/01684



### 07 February 2018

Dear Sir/Madam,

Subject: Request for Quotation (RFQ18/01684) for the provision of services related to the organization of national campaign around the International Women's Day.

- 1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) is seeking quotation(s) for the procurement of services for the **organization of national campaign around the International Women's Day** as described in the annex I to this request for quotation.
- 2. In order to prepare a responsive quotation, you must carefully review, and understand the contents of the following documents:
  - a. This Invitation letter and Quotation Instruction Sheet (QIS)
  - b. Detailed Terms of reference (Annex 1)
  - c. Quotation Submission Form and Quotation Format (Annex 2)
  - d. UN Women General Conditions of Contract (Annex 3)
  - e. Voluntary Agreement (Annex 4)
  - f. Model Form of Contract (Annex 5)
- 3. Quotations submitted by email must be limited to a maximum of 5 MB, virus-free or corrupted contents to avoid rejection, and no more than 5 email transmissions.
- 4. A contract may be awarded to the supplier having submitted the quotation representing the best value for money, i.e. lowest-priced technically-compliant of the proposed offers.
- 5. At the time of the contract award, UN Women reserves the right to vary the quantity of goods by up to a maximum of twenty-five percent (25%) of the total offer without any change in the unit price or other terms and conditions
- 6. It is UN Women's intention to issue the contract as presented herein the RFQ documents. Therefore, offerors 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 quotation. Submission of a quotation will be confirmation of accepting UN Women General Conditions of Contract included herein.
- 7. In the case two (2) quotations are evaluated and found to be the same ranking in terms of technical qualification and price, UN Women will award contract to the company that is either women-owned or has a majority women employed. This is in support of UN Women's core mandate. In the case that both companies are women-owned or have a majority women employed, UN Women will request best and final offer from both suppliers and shall make a final comparison of the competing suppliers.
- 8. UN Women reserves the right to accept or reject any quotation, and to cancel the process and reject all quotations at any time prior to the award of contract without thereby incurring any liability to the suppliers or any obligation to inform the suppliers of the grounds for such action.
- 9. At any time prior to the deadline for the submission of quotations, UN Women may, for any reason, whether at its own initiative or in response to a clarification requested by a supplier, modify the RFQ by way of a written amendment. All suppliers that have received the RFQ shall be notified in writing of any such amendments. In order to offer suppliers reasonable time to take any such amendments into account in preparing their quotations, UN Women may, at its discretion, extend the deadline for the submission.
- **10.** The Quotation Instruction Sheet (QIS) below provides the requisite information for the Supplier as guide to respond to this request.



## **QUOTATION INSTRUCTION SHEET (QIS)**

Instructions to Suppliers	Specific Requirements		
Deadline for Submission of Quotation	Date and Time: <i>February 15, 2018 3:00 PM</i> (for local time reference, see <u>www.greenwichmeantime.com</u> ) City and Country: Chisinau, Republic of Moldova This is an absolute deadline, Quotation received after this date and time will be disqualified.		
Method of Submission	<ul> <li>Personal Delivery/ Courier mail/ Registered Mail</li> <li>Electronic submission of Quotation</li> </ul>		
Address for Quotation Submission	<ul> <li>Personal Delivery/ Courier mail/ Registered Mail: UN Women Moldova 131, 31 August 1989 Street MD-2012 Chisinau Republic of Moldova Attention: Registry Office/Procurement</li> <li>Official Address for e-submission: tenders-Moldova@undp.org</li> <li>Free from virus and corrupted files</li> <li>Format: PDF files only</li> <li>Max. File Size per transmission: 5 MB</li> <li>No. of copies to be transmitted: 1 (one)</li> <li>Mandatory subject of email for Quotation: "RFQ18/01684: Organization of national campaign around the International Women's Day"</li> <li>Time Zone to be Recognized: Moldova (GMT+2:00)</li> <li>Quotations should be submitted to the designated address by the date and time of the deadline given.</li> </ul>		
Language of the Quotation	🖾 English 🗆 French 🗆 Spanish 🖾 Others: Romanian or Russian		
Quotation Currencies <sup>1</sup>	United States Dollars Deluro Moldovan Lei		
Quotation Validity Period commencing after closing date of RFQ	90 days UN Women may exceptionally request vendor to extend quotation validity beyond the initial period indicated in the RFQ. Request will be communicated in writing.		
Partial Quotes	⊠ Not permitted		
Payment Terms <sup>2</sup>	☑ Other: As per deliverables, upon completion and satisfactory receipts of services		

<sup>&</sup>lt;sup>1</sup> Local vendors must comply with any applicable laws regarding doing business in other currencies. Conversion of currency into the UN Women preferred currency, if the offer is quoted differently from what is required, shall be based only on UN Operational Exchange Rate prevailing at the time of UN Women's issuance of Purchase Order.

<sup>&</sup>lt;sup>2</sup> UN Women preference is not to pay advanced amount upon signing of contract. If vendor strictly requires advanced payment, it will be limited only up to 20% of the total price quoted. For any higher percentage, or advanced payment of \$30,000 or higher, UN Women shall require the vendor to submit a bank guarantee or bank checque payable to UN Women, in the same amount as the advanced payment made by UN Women to the vendor.



Instructions to Suppliers	Specific Requirements
	Requests for clarification may be submitted <i>3</i> of days before the submission date.
	If the clarification email is different from the submission email address, do not submit any official quotes to the clarification email address. Doing so may invalidate your quote and UN Women will not be able to consider it
Clarifications of solicitation documents	Clarification requests of this RFQ shall include the following subject header format: "RFQ18/01684 Request for Clarification from Vendor Name"
	Proposers shall not communicate with any other UN personnel regarding this RFQ.
	UN Women shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UN Women to extend the deadline date, unless UN Women deems that such an extension is justified and necessary.
	E-mail address dedicated for this purpose: vladimir.paraschiv@unwomen.org
Contact for requesting	Suppliers must not communicate with any other personnel of UN Women regarding this RFQ.
clarifications:	UN Women shall have no obligation to confirm receipt or response to query for any form of communication sent to an email other than the designated email address.
Responses to clarification requests will be binding on all Suppliers and will be distributed via:	Other: UNDP Moldova procurement website, where the bid is announced at: <a href="http://sc.undp.md/tndr/1683/">http://sc.undp.md/tndr/1683/</a>
Expected Delivery Date and Time.	As per Delivery Schedule attached
Quotations can be rejected if the delivery date and time exceeds the stipulated date and time requested in the RFQ	
Value Added Tax on Price Quotation	図Must be inclusive of VAT and other applicable indirect taxes
	☑ Duly Accomplished Form as provided in Annex 2, and in accordance with the Terms of Reference in Annex 1;
	☑ Company profile (short info up to 1 page);
	Detailed description of offered services;
Documents to be submitted	Copy of Company's Registration Certificate;
	☑ List of previous events/projects of similar complexity performed;
	CVs of proposed key personnel (Task Manager, Journalist and supporting staff, event moderator and cameramanperson);
	☑ Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.
Evaluation Criteria	☑ Technical responsiveness/Full compliance to minimum requirements under Annex I;



Instructions to Suppliers	Specific Requirements	
	Minimum 5 years of work experience in PR and communications, including experience in photo and video production, organizing national campaigns, including online campaigns;	
	☑ Minimum 3 years of experience in organizing large events;	
	$\boxtimes$ Understanding and adherence to the principles of Human Rights, especially Women's Human Rights, and Gender Equality is required;	
	☑ Full acceptance of requested schedule of event;	
	$\boxtimes$ Lowest price offer <sup>3</sup> ;	
	☑ Full acceptance of the UN Women General Conditions of Contract	
	Maximum delivery period as per agreed timeframe;	
Type of Contract to be Signed	⊠ Purchase Order	
	☑ Other Type/s of Contract for Services	
UN Women will award to:	☑ One and only one supplier	
Special conditions of Contract	☑ Cancellation of PO/Contract if the delivery/completion is delayed	

11. UN Women's <u>vendor protest procedure</u> provides an opportunity for appeal to supplier(s) who believe that they were not treated fairly. This <u>link</u> provides further details regarding UN Women's vendor protest procedures.

Suppliers, 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 supplier; 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.

- 12. UN Women implements a zero tolerance on fraud and other proscribed practices, and is committed to identifying and addressing all such acts and practices against UN Women, as well as third parties involved in UN Women activities. UN Women expects its suppliers to adhere to the UN Supplier Code of Conduct found in this link: <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>
- 13. This letter is not to be construed in any way as an offer to contract with your organization.

Yours sincerely Galina Corgoja,

Operations Manager

<sup>&</sup>lt;sup>3</sup> UN Women reserves the right not to award the contract to the lowest priced offer, if the second lowest price among the responsive offer is found to be significantly more superior, and the price is higher than the lowest priced compliant offer by not more than 10%, and the budget can sufficiently cover the price difference. The term "more superior" as used in this provision shall refer to offers that have exceeded the pre-determined requirements established in the specifications.



### **Terms of Reference**

#### for a company to provide support in organizing a national campaign around the International Women's Day

Primary category:	Women in Leadership
Location:	Chisinau, Republic of Moldova
Period:	February-June 2018
Organizer:	UN Women
Participants:	General public, media representatives, gender equality experts, representatives of NGOs, Academia, international experts, development partners, youth etc.

#### **Background:**

UN Women, grounded in the vision of equality enshrined in the Charter of the United Nations, works for the elimination of discrimination against women and girls; the empowerment of women; and the achievement of equality between women and men as partners and beneficiaries of development, human rights, humanitarian action and peace and security.

UN Women's presence in the Republic of Moldova has evolved from being a project-based office in 2007 to a Country Office with full delegated authority as of 2015. In 2018 UN Women Moldova Country Office started to implement its newly approved Strategic Note (SN) for 2018-2022, which is aligned with the Republic of Moldova-United Nations Partnership Framework for Sustainable Development 2018–2022 and the Global Strategic Plan of UN Women. Under its current SN, UN Women cooperates closely with the government, civil society, academia, private sector and the media to advance social, economic and political rights and opportunities for women and girls, placing special focus on those from marginalized, excluded and under-represented groups. These include rural women, Romani women, women with disabilities, women living with or affected by HIV, women survivors of violence, women migrants, elderly women and others. UN Women's operation in Moldova focuses on bringing about concrete change in the lives of women and the society towards the long-term impact of achievement of gender equality and the empowerment of women and girls in the country. Specifically, the SN 2018-2022 advances progress under the following three Impact Areas (IA) - IA1: More women fully participate and lead in gender responsive governance processes and institutions, including in the security sector, IA2: Women have income security, decent work and economic autonomy, IA3: Public authorities, institutions and communities prevent violence against women and girls and deliver quality essential services. Towards these Impact Areas, UN Women works with variety of national and international partners to challenge gender-based stereotypes and towards the creation of an environment, whereby women act as key agents of change towards greater equality and development, in partnership with men and boys.

#### Rationale

The theme for this year's International Women's Day, 8 March, is **"Time is Now: Rural and urban activists transforming women's lives".** Coming on the heels of unprecedent global movement for women's rights, equality and justice. Sexual harassment, violence and discrimination against women has captured headlines and public discourse, propelled by a rising determination for change. People around the world are mobilizing for a future that is more equal, for a future where women are seen as agents of change and that benefit the same opportunities as men do. That's why International Women's Day 2018 is an opportunity to transform this momentum into action, to empower women in all settings, rural and urban, and celebrate the `firsts` women who worked relentlessly to claim women's rights and realize their full potential. Echoing the priority theme of the upcoming 62nd session of the UN Commission on the Status of Women, International Women's Day will also draw attention to the rights and activism of rural women who broke the stereotypes and made a change at the national and/or international level.

In March 2018, the general public shall join women activists from Moldova to seize the moment, celebrate, take action and transform women's life everywhere. Based on this, further efforts are needed to raise awareness of the general public about the women who defied the norms and made a change in Moldova and abroad.



Based on the above, UN Women shall subcontract a specialized entity with adequate human and material resources to facilitate the awareness raising campaign related to International Women's Day at the national level.

#### Scope of Work:

Under the overall guidance of the UN Women Communications Specialist, in coordination with Communications Associate, the selected company (further referred to as Contractor) will be responsible to provide support in finalizing the concept of the campaign (based on UN Women's inputs), conducting a national campaign and organizing public advocacy events around the International Women's Day 2018. Specifically, the Contractor will be responsible for the following:

<u>Task 1</u>: Carrying out a national campaign in the framework of International Women's Day aimed at raising awareness on rural women's leadership.

Task 2: Provision of logistical and conceptual support in organizing the launch event of the campaign, to take place around March 8.

Task 3: Provision of logistical and conceptual support in organizing up to five (5) public events in Chisinau and other districts.

More specifically, the company will be responsible for provision of the following:

**Under Task1:** Carrying out a national campaign in the framework of International Women's Day aimed at raising awareness on women's leadership.

The Contractor is expected to finalize the campaign's concept (based on UN Women's inputs) on developing and promoting up to 10 videos, up to 10 written stories, and photos of women leaders from different professional backgrounds, who broke the stereotypes and made a significant change at national and/or international levels. The stories should be developed based on UN Women's requirements and inputs. The final stories, photos and videos shall be approved by UN Women.

More specifically, the following, but not limited to, activities shall be undertaken:

- 1. Finalizing the concept of the one-month national campaign that promotes stories of remarkable women from Moldova, who broke stereotypes and achieved success in male dominated professional areas. Most stories should be of women from the rural area.
- 2. Developing up to 10 interactive, short videos (up to two (2) minutes long) about the selected women's stories and creating a final video compilation (up to 5 minutes) with all the selected women's stories. The videos shall be with subtitles in English, Romanian, and Russian. The company shall ensure the translation. The company shall provide all the appropriate formats and sizes of the videos for social media channels. Videos should be playable on all major desktop and mobile platforms: Windows, iOS, Android. All equipment should be provided and used by the company.
- 3. Developing up to 10 written stories about the selected women, in a catchy, journalistic style, in Romanian and English.
- 4. Producing and printing of high-quality (at least 4000 pixels, A2 format, full-color), inspiring photos for each of the featured stories (up to 5 photos for each of the up to 10 stories), and adding inspiring quotes (RO & EN) by women on the photos.

<u>Under Task 2:</u> Provision of logistical and conceptual support in organizing the launch event of the campaign, to take place around March 8.

- 1. With UN Women's inputs, finalize the concept for the launching event around International Women's Day 2018 to take place around March 8.
- 2. Providing logistical support in organizing the event (the event will last up to 3 hours). This will include:
  - Inviting and ensuring participation of the women featured in the stories, media, UN Women partners, development partners, and the general public.
  - Accommodation: for up 50 participants in a 3 star, overall accessible hotel in Chisinau, upon agreement with UN Women. At least 10 rooms shall have accessibility for persons with special



needs. This shall include booking the rooms (double) and all associated facilities. Payment will be done on actual number of participants that required accommodation.

- Venue: The venue should be for up to 100 persons, equipped with air conditioner, and comfy chairs, suitable area for photo exhibition and catering. Venue shall have overall accessibility for persons with disabilities. Venue shall have simultaneous translation equipment with up to 50 earphones. Additional electronic and audio-visual equipment installed and fully functional, to include: 3 screens and projectors, LCD, pointers, 3 notebooks/laptops connected to screens, desktop, 1 printer, sound system with at least 5 wireless microphones, lightning, cable extension, etc.
- Catering services: Provide catering services one (1) coffee break for up to 100 people, minimum to include coffee, tea, water, milk, sliced lemon, fruit, 2 sweet and 2 non-sweet pastries. Payment will be done on actual number of participants.
- Hiring an event moderator to moderate the event (preferably a woman), in close consultation with UN Women.
- Ensuring translation services during the event (in Romanian, Russian, and English).
- Ensuring of reimbursement of transportation costs for up to 80 participants round trip from localities of Moldova to Chisinau, as per agreed list and public transportation tariff. Payment will be done on actual number of participants that required reimbursement.
- Ensuring of special transportation services for up to 20 participants with special needs to/from the venue of the event within Chisinau, if applicable. Payment will be done on actual number of participants that required transportation.
- Provide other event logistics support such as print agendas, arrange folders for up to 100 participants, ensure participants' registration during the event.
- Ensure a photo exhibition which will entail: printing up to 20 photos A2 size, mounted on a *Foam board*), ensuring stands to hold the photos.
- Providing communications support for the event, including writing media invitation, ensure massmedia presence, writing a press release, and paid promotion on facebook posts (estimated value of facebook promotion: up to \$200).

<u>Under Task 3:</u> Provision of logistical and conceptual support in organizing up to five (5) public events with youth during March-June in Chisinau and in other districts of Moldova. Tentative locations: School in Drochia, University in Cahul, Causeni school, Hincesti casa de cultura, Chisinau coffee-type venue.

More specifically:

- 1. Ensure logistic support to include:
  - Venues (up to 3 hours) for up to 50 participants. UN Women will ensure coordination with local authorities for free of charge venues in districts outside Chisinau. However, the company shall ensure a venue for an event in Chisinau.
  - one (1) coffee break for each event (up to 50 participants each), minimum to include coffee, tea, water, milk, sliced lemon, fruit, 2 sweet and 2 non-sweet pastries.
  - Provide other support such as sending invitations and receiving confirmations, among other related tasks.
- 2. Support organizing a photo-exhibitions during the events upon consultation with UN Women, including ensuring stands for the exhibitions and placing the existing printed photos, adding photo captions.
- 3. Hire a moderator gender expert to moderate youth discussions around gender equality, ending violence against women, equal share of childcare responsibilities, and other related topics. The moderator shall have at least 2-year experience in moderating discussions and events and advanced understanding of gender.

**Note:** Payment will be done based on actual number of participants and the number of actual events organized.

## **Deliverables and Timeframe**

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



	Deliverables	Tentative timeframe for accomplishment of task	Percentage of milestone/outp ut
	1: Carrying out a national campaign in the framework of Internationa en's leadership	l Women's Day aimed at raising	awareness on
1.1	Final concept of the campaign and the written sketches of scenarios on remarkable women's stories (up to 10) approved.	Within 7 work days following the date of contract signing	35%
1.2.	Up to 10 (up to two (2) minutes long) video stories and a final video compilation comprising of all stories (up to 5 minutes) approved <b>Note:</b> Original video shall be in the language of interview, filmed at the women's localities, with either Russian or Romanian and English subtitles	Staggered delivery of video with at least 2 to be finalized before 7 March 2018 All videos to be ready by 30 March latest	
1.3	Up to 10 written stories about remarkable women (same as video protagonists), in Romanian and English approved	Staggered delivery of stories with at least 2 to be finalized before 7 March 2018	
		All stories to be ready by 30 March latest	
1.4	Up to 5 high-quality photos per each of the up to 10 stories with inspiring quotes (in RO and EN) approved.	By 7 March 2018	-
	Note: Photos to be printed on A2 format, mounted on foam board		
TASK March	2: Provision of logistical and conceptual support in organizing the lau n 8	inch event of the campaign, to ta	ake place around
2.1	Finalized concept for the launching event around International Women's Day 2018 to take place around March 8	Within 7 work days following the date of contract signing	35%
2.2	A detailed report on successfully organized launching event of the campaign (to take place around 8 March) to include major achievements, key challenges and barriers faced by the Contractor, recommendations to UN Women for other similar assignments, any other relevant information, including list of actual participants, menu for catering services, list of reimbursements made and accommodation services provided. <b>Note:</b> Cost for launching event (subcontracted services) shall be	20 March 2018	
	campaign (to take place around 8 March) to include major achievements, key challenges and barriers faced by the Contractor, recommendations to UN Women for other similar assignments, any other relevant information, including list of actual participants, menu for catering services, list of reimbursements made and accommodation services provided. <b>Note:</b> Cost for launching event (subcontracted services) shall be reimbursed based on actual number of participants	20 March 2018	
TASK	campaign (to take place around 8 March) to include major achievements, key challenges and barriers faced by the Contractor, recommendations to UN Women for other similar assignments, any other relevant information, including list of actual participants, menu for catering services, list of reimbursements made and accommodation services provided. <b>Note:</b> Cost for launching event (subcontracted services) shall be	20 March 2018	during March-
TASK June i	<ul> <li>campaign (to take place around 8 March) to include major achievements, key challenges and barriers faced by the Contractor, recommendations to UN Women for other similar assignments, any other relevant information, including list of actual participants, menu for catering services, list of reimbursements made and accommodation services provided.</li> <li>Note: Cost for launching event (subcontracted services) shall be reimbursed based on actual number of participants</li> <li>Provision of logistical and conceptual support in organizing up to t</li> </ul>	20 March 2018 wo (5) public events with youth	during March-
TASK	<ul> <li>campaign (to take place around 8 March) to include major achievements, key challenges and barriers faced by the Contractor, recommendations to UN Women for other similar assignments, any other relevant information, including list of actual participants, menu for catering services, list of reimbursements made and accommodation services provided.</li> <li><i>Note:</i> Cost for launching event (subcontracted services) shall be reimbursed based on actual number of participants</li> <li>3: Provision of logistical and conceptual support in organizing up to to n Chisinau and in other districts of Moldova</li> <li>A detailed report on successfully organized discussions events (with</li> </ul>	20 March 2018 wo (5) public events with youth Up to 1 events in Chisinau: end of March – April 2018 Up to 4 events outside Chisinau: April – May 2018	-
TASK June i	<ul> <li>campaign (to take place around 8 March) to include major achievements, key challenges and barriers faced by the Contractor, recommendations to UN Women for other similar assignments, any other relevant information, including list of actual participants, menu for catering services, list of reimbursements made and accommodation services provided.</li> <li>Note: Cost for launching event (subcontracted services) shall be reimbursed based on actual number of participants</li> <li>Provision of logistical and conceptual support in organizing up to t n Chisinau and in other districts of Moldova</li> <li>A detailed report on successfully organized discussions events (with up to 50 participants) in Chisinau and other districts;</li> <li>The report should include major achievements, key challenges and barriers faced by the Contractor, recommendations to UN Women for similar assignments, any other relevant information, including agenda for event, list of actual participants per specific event, menu</li> </ul>	20 March 2018 wo (5) public events with youth Up to 1 events in Chisinau: end of March – April 2018 Up to 4 events outside	-



All written deliverables should be agreed with the UN Women and be provided in English, both hard and electronic copy (Word and PDF versions), being signed and stamped.

#### Management arrangements

The Company will work under overall guidance of the UN Women Communications Specialist. UN Women will provide the selected organization/company all the necessary materials for a better understanding of the context and for the successful fulfilment of the task.

### **Duration of the Work:**

It is expected that the company shall begin work by 20 February 2018 with work being completed by mid-June 2018, in conformity with the indicative timeframe described under "Deliverables and Timeframe" section. However, the above-mentioned timeframe is tentative.

UN Women will require at least three (3) days to review the outputs, provide comments, approve and certify acceptance of deliverables.

#### Location of work:

The Company/organization will not be located in the UN Women Office for the implementation of the assignment.

#### **Travel and other logistic arrangements**

The company should envisage in the submitted financial offer all the costs related to carrying out the activities in these terms of reference. The company/organization will also be responsible for all administrative issues associated with undertaking this assignment.

#### **Performance evaluation**

Contractor's performance will be evaluated against such criteria as: timeliness, responsibility, initiative, communication, creativity and quality of the products delivered.

#### **Financial arrangements**

Payment will be disbursed in instalments upon submission and approval of deliverables, certified by the UN Women Communications Specialist, indicating that the services have been satisfactorily performed.

### **REQUIREMENTS to ORGANIZATIONS/ASSOCIATIONS:**

- 1. Officially registered legal entity with full capacity to act;
- 2. At least 5 years of work experience in PR and communications, including experience in photo and video production, organizing national campaigns, including online campaigns;
- 3. At least 3 years of experience in organizing large events;
- 4. Understanding and adherence to the principles of Human Rights, especially Women's Human Rights, and Gender Equality is required;
- 5. Proven experience with the UN or other international organizations.

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:

- a) Task manager
  - University Degree in journalism, communication, public relations, social sciences, or equivalent working experience in the sector;
  - At least 5 years as a team/group leader/manager in undertaking similar assignments;
  - At least 3 years of experience in producing national campaigns, writing script, producing audio/visual materials like, spots/jingles, documentaries, radio programs both for radio and TV channels, and organizing events.
  - Demonstrated experience working with Governmental and Non-Governmental organizations or the UN on similar assignments;
  - Previous work experience in human rights, women's empowerment and/ or gender equality will be considered an asset;



- Fluency in Romanian and Russian;
- Working knowledge of English will be considered an asset
- b) Journalist/Copywriter
  - University Degree in journalism, communication, public relations, social sciences, or equivalent working experience in the sector;
  - At least 3 years of previous experience in writing human stories and video scenarios
  - Proficient in Romanian and Russian
  - Working knowledge of English will be considered an asset
- c) Cameraperson:

The cameraperson shall work to film lively interviews taking into account lighting, location of the interviews and overall setting.

- Degree in cinematography, journalism and communication sciences and photography or any other related field relevant to the assignment
- At least 3 years of previous work experience in professional cameraperson of TV spots, documentary, telefilm and such relevant field of production
- Demonstrated experience working with Governmental, Non-Governmental organizations, the United Nations will be considered an advantage;
- Fluency in Romanian and Russian
- d) Other personnel shall be recruited as needed to ensure completion of tasks and included in the proposal.

The Task Manager will be in charge of the coordination and administrative tasks of the assignment, as well as being responsible for contacting and informing UN Women Communications Specialist with regard to all aspects related to the execution of the contract. The Task Manager 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.



### QUOTATION SUBMISSION FORMS

### INTENT TO RESPOND FORM

Solicitation no: [insert solicitation reference no.]

Title: [Insert Title]

Deadline Date/Local time: [insert date and time with time zone indicator of deadline]

**Please complete (A), (B), or (C) and return to** *[insert email of procurement mailbox or practicioner and/or postal mailbox and/or fax number]* by *[insert deadline date/time/time zone].* 

(A) We intend to submit our proposal by: (date/time)	Company Name: Contact Name: Email: Telephone:
(B) We may submit our proposal and will confirm our intent by: (date/time)	Company Name: Contact Name: Email: Telephone:
(C) We do not intend to submit a proposal for the following reason(s):	<ul> <li>Our current workload does not permit us to take on additional work at this time</li> <li>We do not have the required expertise</li> <li>There is insufficient time to prepare a proper submission in response to this solicitation</li> <li>Our funds or other resources are insufficient to carry out the work required</li> <li>We choose not to participate due to a conflict of interest involving:</li> <li></li></ul>



### STATEMENT OF CONFIRMATION

## [The supplier shall fill in this form with no alterations or substitutions to its format and content]

To: UN Women 131, 31 Agusut 1989, Date: [insert date of Quotation Submission]

**Chisinau, Moldova** We, the undersigned, declare that:

- (a) We (representatives of this company, inclusive of any associated legal representatives) have examined the minimum requirements, terms and clauses and have no reservations to the RFQ including all annexes;
- (b) We agree to abide by this RFQ and in accordance with the UN Women General Conditions of Contract (Annex 4) and will not request any changes to the existing terms, conditions and clauses;
- (c) We offer to supply in conformity with the RFQ, the following services **related to provision support in organizing a national campaign around the International Women's Day** and undertake, if our offer is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.
- (d) We offer to execute the services for the sum as may be ascertained in accordance with the quotation submitted and with the instructions under the Quotation Instruction Sheet;
- (e) Our offer shall be valid for a period of [\_\_\_] days from the date fixed for opening the RFQ, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) We understand that UN Women is not bound to accept the lowest evaluated quotation or any other quotation that you may receive.

## SIGNATURE AND CONFIRMATION OF THE RFQ

PROVIDED THAT A CONTRACT IS ISSUED BY UN WOMEN **WITHIN THE QUOTATION VALIDITY PERIOD STATED ABOVE**, THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH CONTRACT DOCUMENT, TO EXECUTE THE SERVICE(S) REQUESTED AT THE PRICES OFFERED AND TO DELIVER SAME TO THE DESIGNATED POINT(S) WITHIN THE DELIVERY TIME STATED ABOVE. THE UNDERSIGNED HEREBY SIGNS IN CONFIRMATION THAT THEY HAVE REVIEWED THE RFQ AND AGREE TO ITS GENERAL CONDITIONS OF CONTRACT AND THE CONTRACT MODEL.

Exact name and address of company	
COMPANY NAME:	AUTHORIZED SIGNATURE:
ADDRESS:	DATE:
	NAME: (TYPE OR PRINT)
PHONE NO.:	FUNCTIONAL TITLE OF AUTHORIZED SIGNATORY:
E-MAIL ADDRESS:	

This quotation submission form MUST be duly completed and returned with the QUOTATION, along with confirmation that the products/services are in accordance with Terms of Reference and requirements of UN Women. The quotation "MUST" be submitted in the vendor's business letterhead stationery. Failure to do so may result in disqualification of your QUOTATION.



## **Technical Information**

Sec	tion A: Expertise and Capability of Supplier
<u>1.1</u>	The organization
• ( • ( •	Background: Provide a brief account of the organization, including the year and country of incorporation, types of activities undertaken, and approximate annual billings. Dutline General Organizational Capability which is likely to affect implementation (i.e. size of the organization, strength of project management support e.g. project management controls, global networking, financial stability). nclude a description of your present and ongoing contracts that have a direct relationship to this requirement. nclude relevant collaborative efforts your organization may have participated in.
	Adverse judgments or awards
•	The supplier is in sound financial condition with no financial concerns, such as negative net worth, bankruptcy proceedings, insolvency, receivership, major litigation, liens, judgments or bad credit or payment; The supplier has not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there s no judgment or pending legal action against them that could impair their operations in the foreseeable future.
1.3	Subcontracting and partnerships
e	Explain reasons for, scope and rationale for any subcontracting. Include relevant contact information and experience for all subcontractors. The role of the Supplier as well as that of any sub-contractors shall be clear and unequivocal.
	Explain any partnerships that are planned for the implementation of this project. The role of each entity shall be
	clear. Information on past collaborative experience should be included. Relevance of Specialized Knowledge and Experience on Similar Projects
•	Provide details of specialized knowledge to be utilized for this RFQ as well as recent relevant experiences on projects of a similar nature and/or with other UN organizations. References and/or samples of work must be provided upon request

# Section B: Proposed Work Plan and Approach

2.1 Analysis approach, methodology

- Provide a description of the Supplier's approach, methodology, and timeline for how the organization will achieve the Terms of Reference (TOR) of the project while meeting or exceeding the stipulations of the TOR.
- Explain your organization's understanding of UN Women's needs for the services or works.
- 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) Bast Value for manage
  - a) Best Value for money
  - b) Fairness, integrity and transparency
  - c) Effective competition
  - d) The best interests of UN Women

# Section C: Resource Plan, Key Personnel

3.1 Composition of the team proposed to provide, and the work tasks (including supervisory)

Describe the availability of resources in terms of personnel and facilities needed for this RFQ. Describe the structure of the team which you would propose to provide, and the work tasks (including supervisory) which would be assigned to each.

3.2 Gender profile

• Supplier is strongly encouraged to include information regarding the percentage of women employed in Supplier's organization, women in leadership positions, and percentage of women shareholders.



• Note: this will *not* be a factor in the evaluation criteria *unless* where there are two identical quotations (i.e. exact total points in the case of cumulative evaluation methodology and/or same price in the case of most technically compliant/acceptable quotation) UN Women will award the contract to the organization owned by women by 50% or more, in support of UN Women's core mandate.

Provide Curriculum vitae of the proposed team that will be involved either full time or part time. Highlight the relevant academic qualifications, specialized trainings and pertinent work experience.

*No substitution* of key personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the approval of the UN Women. If substitution is unavoidable it will be with a person who, in the opinion of the UN Women, is at least as experienced as the person being replaced. No increase in costs will be considered as a result of any substitution.

### Sample CV template: (Adjust according to needs)

CV's may follow the below sample template and should include as a minimum biographical data, education/degree and relevant employment record.

Name:		
Position for this Assignment:		
Nationality:		
Language Skills:		
Educational and other Qualificatio	ns	
Employment Record: [Insert details	of as many other appropriate rec	ords as necessary]
From [Year]: To [Ye	ar]:	
Employer:		
Positions held:		
	signments that best illustrate staff	which the staff has been involved, indicate the capability to handle the tasks listed under the cessary]
Period: From - To	Name of project/organization:	Job Title, main project features, and Activities undertaken
References (minimum 3)	(Name/Title/Organization/Conta	act Information – Phone; Email)

## **Financial Quotation**

The components comprising the unit price and total price must provide sufficient detail to allow UN Women to determine compliance of quotation with requirements as per TOR of this RFQ. The supplier 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. The unit price is mandatory.

Α.	<b>Cost Breakdown</b>	per Deliverables

	Deliverables	Percentage of Total Price	Price (Lump Sum, All Inclusive)
1	<ul> <li>Deliverable 1: Carrying out a national campaign in the framework of International Women's Day aimed at raising awareness on women's leadership</li> <li>1.1 Final concept of the campaign and the written sketches of scenarios on remarkable women's stories (up to 10) approved;</li> <li>1.2 Up to 10 (up to two (2) minutes long) video stories and a final video compilation comprising of all stories (up to 5 minutes) approved; (<i>Note: Original video shall</i> <i>be in the language of interview, with either Russian or Romanian and English</i> <i>subtitles</i>)</li> <li>1.3 Up to 10 written stories about remarkable women (same as video protagonists), in Romanian and English approved;</li> <li>1.4 Up to 5 high-quality photos per each of the up to 10 stories with inspiring quotes (in RO and EN) approved (<i>Note: Photos to be printed on A2 format, mounted on</i> <i>foam board</i>).</li> </ul>	35%	
2	<ul> <li>Deliverable 2: Provision of logistical and conceptual support in organizing the launch event of the campaign, to take place around March 8</li> <li>2.1 Finalized concept for the launching event around International Women's Day 2018 to take place around March 8;</li> <li>2.2 A detailed report on successfully organized launching event of the campaign (to take place around 8 March) to include major achievements, key challenges and barriers faced by the Contractor, recommendations to UN Women for other similar assignments, any other relevant information, including list of actual participants, menu for catering services, list of reimbursements made and accommodation services provided (<i>Note: Cost for launching event (subcontracted services) shall be reimbursed based on actual number of participants</i>).</li> </ul>	35%	
3	<ul> <li>Deliverable 3: Provision of logistical and conceptual support in organizing up to two (5) public events with youth during March-June in Chisinau and in other districts of Moldova</li> <li>3.1A detailed report on successfully organized discussions events (with up to 50 participants) in Chisinau and other districts; The report should include major achievements, key challenges and barriers faced by the Contractor, recommendations to UN Women for similar assignments, any other relevant information, including agenda for event, list of actual participants per specific event, menu for catering services etc (<i>Note: Cost of services shall be reimbursed based on actual number of events/participants/services rendered</i>).</li> </ul>	30%	
	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.

	Description	Quantity	Number of Unit	Unit Cost (MDL)	Total Cost (MDL)
1	Personnel services				
1.1	Task manager	x person	Day/week/month		
1.2	Journalist/Copywriter	x person	Day/week/month		
1.3	Cameraperson	x person	Day/week/month		
1.44	Event moderator	x person	Day/week/month		
1.5	Photographer	x person	Day/week/month		
1.6	Animation/graphic designer	x person	Day/week/month		
1.7	Team member (other)	X person	Day/week/month		
1.8	Please specify	X person	Day/week/month		
2	<b>Operational costs</b> (Note: Payments will be done be events organized.)	based on actual nu	mber of participants an	d the number o	of actual
2.1	Printing photos A2 size, mount on foam board		Per photo		
2.2	Accomodation at 3 stars hotel, double room		Per person		
2.3	Venue in Chisinau, up to 100 persons		Per hour		
2.4	Venue in Chisinau, up to 50 persons		Per hour		
2.5	Catering services		Per person		
2.6	Translation services (RO/RU/ENG)		Per hour		
2.7	Translation services		Per page		
2.8	Translation equipment, up to 50 persons		Per hour		
2.9	Printing, B/W		Per page		
2.10	Printing color		Per page		
2.11	Participant's folder		Per folder		
2.12	Transportation costs		Per km		
2.13	Communication costs		Lump sum		
2.14	Stands for photos for the exhibition		Lump sum		
2.15	Other costs (please specify)				
	TOTAL				

All other information that we have not provided automatically implies our full compliance with the requirements, terms and conditions of the RFQ.



## UN WOMEN GENERAL CONDITIONS OF CONTRACT

The GCs can be accessed by supplier from UN W website (<u>http://www.unwomen.org/en/about-us/procurement</u>) or directly by clicking on the below link:

**GCCs for Services** 

http://www.unwomen.org/-/media/commoncontent/procurement/un-women-general-conditions-ofcontract-services-en.pdf



## VOLUNTARY AGREEMENT TO PROMOTE GENDER EQUALITY

#### Voluntary Agreement to Promote Gender Equality and Women's Empowerment

Between \_\_\_\_\_ (Name of the Contractor)

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

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

- □ Acknowledge values & principles of <u>gender equality (http://www.unwomen.org/en/about-us/guiding-documents)</u> and women's empowerment (http://weprinciples.org/Site/PrincipleOverview/);
- Provide information and statistical data (that relates to policies and initiatives that promote gender equality and women empowerment), upon request;
- □ Participate in dialogue with UN Women to promote gender equality and women's empowerment in their location, industry and organization;
- □ Establish high-level corporate leadership for gender equality;
- □ Treat women and men fairly at work and respect and support human rights and nondiscrimination, including through equal pay policies;
- □ Ensure health, safety and wellbeing of all women and men workers;
- □ Promote education, training and professional development for women;
- □ Hold gender-specific trainings or courses for staff;
- □ 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: \_\_\_\_\_

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

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

DD MM YYYY



#### MODEL FORM OF CONTRACT

#### CONTRACT FOR 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 42<sup>nd</sup> Street, New York, NY 10017, USA (hereinafter referred to as "UN-Women");

and

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

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

### WITNESSTH

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

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

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

### Article 1

## **Contract Documents**

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

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

- 1.1.2 Terms of Reference, annexed hereto as Annex B ("TOR")
- 1.1.3 Cost breakdown per Deliverable as Annex C
- 1.1.4 Cost breakdown by resources as Annex D
- 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;
  - 1.2.5 Fifth, Annex D

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



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

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

## Article 2 Effective Date and Term

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

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

#### Article 3 Representations and Warranties

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

### Article 4 Obligations of the Contractor

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

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

[LIST DELIVERABLES]		[INDICATE DELIVERY DATES]	
[e.g.	Deliverable 1 Deliverable 2	// //]	
	Deliverable 3		

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, severence 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."

4.19The Contractor shall perform the Services using the personnel listed as key personnel below:Name, SurnamePosition with the organizationRole under current assignment

## 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:

MILESTONE	AMOUNT		TARGET DATE
Upon		.//	
			//

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

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



## 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:

Ms Asya Varbanova Acting head of Office UN Women Moldova 131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova Email: <u>asya.varbaniva@unwomen.org</u>

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

# Article 7 Time and Manner of Payment

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

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

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 reperformance 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 Liquidated Damages

9.1 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.



9.2 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.

9.3 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.

9.4 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.

9.5 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 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	
Ву:	Ву:	
Name:	Name:	
Title:	Title:	
Date:	Date:	