

**Request for Quotation (RFQ) for  
*Services***

**Reference No.: RFQ18/01708**

**Company to provide capacity building support to Civil Society Organizations to prepare Gender Budget Watchdog reports in pilot municipalities and towns of the Republic of Moldova**

12 March 2018

Dear Sir/Madam,

**Subject: Request for Quotation (RfQ18/01708) for the provision of capacity building support to Civil Society Organizations to prepare Gender Budget Watchdog reports in pilot municipalities and towns of the Republic of Moldova**

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) is seeking quotation(s) for the procurement of Logistic and organisational support during the high-level consultation 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 Technical Specifications of the Services (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 woman employed. This is in support of UN Women's core mandate. In the case that both companies are women-owned or have a majority woman 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
<p><b>Deadline for Submission of Quotation</b></p>	<p>Date and Time: <b>March 19, 2018 2:00 PM</b> (for local time reference, see <a href="http://www.greenwichmeantime.com">www.greenwichmeantime.com</a>) City and Country: <i>Chisinau, Moldova</i> This is an absolute deadline, Quotation received after this date and time will be disqualified.</p>
<p><b>Method of Submission</b></p>	<p><input checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail <input checked="" type="checkbox"/> Electronic submission of Quotation</p>
<p><b>Address for Quotation Submission</b></p>	<p><input checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail: <b>UN Women Moldova</b> 131, 31 August 1989 Street MD-2012 Chisinau Republic of Moldova Attention: <b>Registry Office/Procurement</b></p> <p><input checked="" type="checkbox"/> Official Address for e-submission: <a href="mailto:tenders-Moldova@undp.org">tenders-Moldova@undp.org</a></p> <p><input checked="" type="checkbox"/> Free from virus and corrupted files</p> <p><input checked="" type="checkbox"/> Format: PDF files only</p> <p><input checked="" type="checkbox"/> Max. File Size per transmission: 5 MB</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 Quotation: <b>“RfQ18/01708 Company to provide capacity building support to Civil Society Organizations to prepare Gender Budget Watchdog reports in pilot municipalities and towns of the Republic of Moldova”</b></p> <p><input checked="" type="checkbox"/> Time Zone to be Recognized: Moldova (GMT+2:00) Quotations should be submitted to the designated address by the date and time of the deadline given.</p>
<p><b>Language of the Quotation</b></p>	<p><input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input checked="" type="checkbox"/> Others Romanian</p>
<p><b>Quotation Currencies<sup>1</sup></b></p>	<p><input type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Moldovan Lei</p>
<p><b>Quotation Validity Period commencing after closing date of RFQ</b></p>	<p><b>60 days</b> Women may exceptionally request vendor to extend quotation validity beyond the initial period indicated in the RFQ. Request will be communicated in writing.</p>
<p><b>Partial Quotes</b></p>	<p><input checked="" type="checkbox"/> Not permitted</p>
<p><b>Payment Terms</b></p>	<p><input checked="" type="checkbox"/> Payment to be done in 3 instalments upon completion and satisfactory receipt of services as per TOR</p>
<p><b>Alternative Offer</b></p>	<p><input checked="" type="checkbox"/> Not authorized</p>
<p><b>Clarifications of solicitation documents</b></p>	<p>Requests for clarification may be submitted 3 days before the submission date.</p>

<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.

Instructions to Suppliers	Specific Requirements
	<p>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</p> <p>Clarification requests of this RFQ shall include the following subject header format: <b>“RfQ18/01708 Request for Clarification from Vendor Name”</b></p> <p>Proposers shall not communicate with any other UN personnel regarding this RFQ.</p> <p>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.</p>
<p><b>Contact for requesting clarifications:</b></p>	<p>E-mail address dedicated for this purpose: <a href="mailto:irina.cozma@unwomen.org">irina.cozma@unwomen.org</a></p> <p>Suppliers must not communicate with any other personnel of UN Women regarding this RFQ.</p> <p>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.</p>
<p><b>Responses to clarification requests will be binding on all Suppliers and will be distributed via:</b></p>	<p><input checked="" type="checkbox"/> UNDP Moldova procurement website, where the bid is announced</p>
<p><b>Expected Delivery Date and Time.</b> <i>Quotations can be rejected if the delivery date and time exceeds the stipulated date and time requested in the RFQ</i></p>	<p><input checked="" type="checkbox"/> As per Delivery Schedule (Annex 1)</p>
<p><b>Value Added Tax on Price Quotation</b></p>	<p><input checked="" type="checkbox"/> Must be inclusive of VAT and other applicable indirect taxes</p>
<p><b>Documents to be submitted</b></p>	<p><input checked="" type="checkbox"/> Duly Accomplished Form as provided in Annex 2, and in accordance with the list of requirements in Annex 1;</p> <p><input checked="" type="checkbox"/> Detailed description of the offered goods and services;</p> <p><input checked="" type="checkbox"/> Copy profile (short infor up to 1 page);</p> <p><input checked="" type="checkbox"/> Copy of Company’s Registration Certificate;</p> <p><input checked="" type="checkbox"/> CVs of the Key Staff;</p> <p><input checked="" type="checkbox"/> Written Self-Declaration of not being included in the UN Security Council 1267/1989 list, UN Procurement Division List or other UN Ineligibility List.</p>
<p><b>Evaluation Criteria</b></p>	<p><b>Companies:</b></p> <p><input checked="" type="checkbox"/> Technical responsiveness/Full compliance to requirements and lowest price<sup>2</sup>;</p> <p><input checked="" type="checkbox"/> Officially registered legal entity with full capacity to act;</p> <p><input checked="" type="checkbox"/> Expert knowledge and capacity to develop capacity building tools, training modules and strategies targeting CSOs;</p>

<sup>2</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.

Instructions to Suppliers	Specific Requirements
	<input checked="" type="checkbox"/> Minimum 3 years of track record of projects in the field of gender equality, women empowerment, human rights, social inclusion, governance, citizen participation or similar field; <input checked="" type="checkbox"/> At least 2 years of experience in organization of trainings and seminars; <input checked="" type="checkbox"/> Experience in analysis of policy planning and budgeting processes at central and/or local level is an advantage; <input checked="" type="checkbox"/> Substantive knowledge of the participatory and consultative mechanisms at local level; <input checked="" type="checkbox"/> Experience in reading and interpreting local budgets and development of budget statements and reports is an advantage; <input checked="" type="checkbox"/> Previous experience in working with UN Women or other UN Agencies is an advantage; <input checked="" type="checkbox"/> Full acceptance of the UN Women General Conditions of Contract.
<b>Type of Contract to be Signed</b>	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Professional Services Contract
<b>UN Women will award to:</b>	<input checked="" type="checkbox"/> One and only one supplier
<b>Special conditions of Contract</b>	<input checked="" type="checkbox"/> Cancellation of PO/Contract if the delivery/completion is delayed by 20 days

11. UN Women’s [vendor protest procedure](#) provides an opportunity for appeal to supplier(s) who believe that they were not treated fairly. This [link](#) 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: [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

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**

## TERMS OF REFERENCE (TOR)

**for a company to provide capacity building support to Civil Society Organizations  
to prepare Gender Budget Watchdog reports in pilot municipalities and towns of the Republic of Moldova**

<b>Project</b>	00104969
<b>Primary category</b>	Gender Responsive Budgeting
<b>Location:</b>	Chisinau, Moldova
<b>Expected duration of the assignment:</b>	7 months
<b>Starting Date:</b>	26 March 2018

### BACKGROUND

UN Women, grounded in the vision of equality enshrined in the Charter of the United Nations, works for the elimination of discrimination against women and girls; the empowerment of women; and the achievement of equality between women and men as partners and beneficiaries of development, human rights, humanitarian action and peace and security. Placing women's rights at the center of all its efforts, the UN Women leads and coordinates the United Nations system efforts to ensure that commitments on gender equality and gender mainstreaming translate into action throughout the world.

Through its programmes and projects, UN Women is providing technical assistance to national partners (governmental and non-governmental) in the implementation of existing international and national commitments to women's rights and gender equality, it facilitates networking and exchange of good practices and advocates for women's rights and gender equality in all areas of life.

UN Women's presence in the Republic of Moldova has evolved from being a project-based office in 2007 to a Country Office with fully delegated authority as of 2015. The work of UN Women in Moldova is guided by its new Country Strategic Note for 2018-2022, aligned with the [Republic of Moldova–United Nations Partnership Framework for Sustainable Development 2018–2022](#), [the Global Strategic Plan of UN Women for 2018-2021](#), the National Strategy on Gender Equality for 2017-2021 (NSGE), and aims to contribute to the gender-responsive implementation of the [2030 Agenda for Sustainable Development](#).

The newly approved UN Women Strategy for Moldova 2018-2022 focuses on three main areas: 1/strengthening women's participation in politics and decision making, 2/economic empowerment of women and 3/ending violence against women and girls. To achieve progress under these areas, UN Women works with variety of national and international partners and as part of different national and regional initiatives. Gender Responsive Budgeting (GRB) is integrated in the current Strategic Note for 2018-2022 under the "Women lead, participate and benefit equally from governance system" Outcome, and is meant to contribute to increased capacities of the public institutions to analyze and improve policies, regulations, and budgets to fulfill gender equality commitments.

The second National Strategy on Gender Equality (NSGE) for 2017-2021 and its associated Action Plan, approved in early 2017, focus on ten areas of interventions with one dedicated to GRB. These are: 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 defense sector and gender responsive budgeting. Under the GRB area of intervention, the NSGE will focus on development, piloting and institutionalizing of GRB tools (gender sensitive indicators, expenditure strategies and concepts) and building capacity of relevant central and local government staff on gender equality and support for development of ministries' gender sensitive sectorial action plans.

Since 2011, UN Women, with the financial support of the Austrian Development Agency (ADA) and Swiss Agency for Development and Cooperation (SDC), has been implementing the regional project “Promoting Gender Responsive Policies in South-East Europe and the Republic of Moldova” covering Albania, Bosnia and Herzegovina, the Former Yugoslav Republic of Macedonia (FYR Macedonia) and the Republic of Moldova (Regional GRB Project). Its overall goal is to support the advancement of implementation of national and international commitments to gender equality and women’s empowerment in line with national Sustainable Development Goals priority targets.

During the previous phases of the Regional GRB Project, the participating countries have achieved important progress in formulating and implementing gender-responsive fiscal policies and public financial management practices and tools, as well as in strengthening oversight of central and local government programs, policies and budgets towards gender equality commitments.

UN Women Moldova invested in building expertise on GRB at all levels of the public administration. The support included developing GRB case studies, technical assistance in the process of budget analysis at the local level in three districts, elaboration of GRB courses at the post-graduate level, addressing the knowledge gap on GRB, creating an academic platform for GRB research, and developing a series of knowledge products on GRB. Workshops and study visits gave the opportunity to women Members of Parliament, Ministry of Finance (MoF) and Ministry of Health, Labour and Social Protection (MoHLSP) representatives, university professors, students in finance/economics and local public administration officials to learn from their peers in other countries and international experts.

During the current phase of the Regional GRB Project, UN Women Moldova and MoF, with the financial support of ADA, have intensified the collaboration in mainstreaming of gender equality priorities and objectives in policy and budget preparation and execution processes, based on the results achieved and lessons learnt from GRB initiatives implemented in Moldova and other CEE countries, and recommendations of members of the Advisory Board of the Regional GRP Project.

## RATIONALE

UN Women places important focus on accountability and monitoring mechanisms for tracking performance on gender equality commitments. In Moldova, Civil Society Organizations (CSOs), including women’s groups, networks and gender advocates still lack capacities to adequately monitor budgetary expenditure through the lens of its impact on women and men. On the other hand, CSOs play an important role in keeping local governments accountable to gender equality commitments and their dialogue and advocacy efforts are crucial for inclusion of gender issues in policy and programme planning at national and local level.

UN Women in Moldova will support CSOs to develop their knowledge and skills to monitor the impact of public policies and public spending on women and men. Specifically, local and national CSOs will be capacitated on overseeing local policy and budgeting processes, screening and interpreting budgets from a gender perspective and preparing budget statements that would facilitate and substantiate their advocacy for gender sensitive policy making.

Given the lack of national expertise in this field, UN Women will engage an international consultant to develop and deliver a 3-day Training and a 3-day Workshop to support up to 20 CSOs in preparation of Gender Budget Watchdog reports by exposing them to best international practices on gender responsive budgeting and the experiences of the best gender budget watchdog groups in different countries.

Therefore, UN Women is seeking to contract a company to be responsible for the implementation of a capacity building programme to support up to 20 CSOs in preparation of Gender Budget Watchdog reports. The above capacity building programme will include organization of different activities, including a 3-day Training and a 3-day Workshop lead by the international consultant, to be selected by UN Women.

## SCOPE OF WORK

Under the overall guidance of the Head of Office a.i. UN Women Moldova and Regional GRB Project Manager, and direct supervision of the Women’s Economic Empowerment Programme Coordinator, the company will be responsible for the following major tasks:

**Task 1.** To select up to 20 national and local CSOs, interested and committed to dedicate time for Gender Watchdog Reporting in pilot municipalities or towns of the Republic of Moldova (*tentative period by 6 April 2018*).

The CSOs will be selected through an open call, launched by the company and targeting national and local CSOs, registered in different areas of Moldova, with proven working experience in gender equality, local governance, human rights, public finance and auditing, and interested and committed to dedicate time for Gender Budget Watchdog Reporting in pilot municipalities or towns, to be selected in consultation with the participating CSOs.

**Task 2.** To assess the capacity and training needs of the CSOs, selected under Task 1, based on the set of tools developed by the international consultant, and submit the results of the assessment to the international consultant for development of the training programs for a 3-day training on Gender Responsive Budgeting and Budget Monitoring and a 3-day Workshop on Gender Watchdog Reporting (*tentative period by mid - April 2018*).

**Task 3.** To organize in Chisinau a 3-day training on Gender Responsive Budgeting and Budget Monitoring, delivered and lead by the international consultant, targeting 40 participants, representing the CSO selected under Task 1 (*tentative period by end May 2018*).

The company will ensure the administrative and logistical arrangements for organizing of training, including renting of venue in Chisinau, accommodation for participants from outside Chisinau (at a 3\* equivalent hotel), meals and coffee breaks, transportation from/to Chisinau to the venue, printing of training materials (e.g. agenda, handouts, evaluation forms, list of participants etc). The company will also be responsible to ensure adequate human resources to support the international consultant to deliver the training program for the 3-day training and develop the training package.

**Task 4.** Provide post-training support to 20 CSOs to analyze local budgets and develop gender budget watchdog reports in pilot municipalities and towns of Moldova (*tentative period by mid-August 2018*).

This will include the following activities:

- Provision of on the job technical assistance to selected CSOs in assessing the local budget planning, allocation and expenditure or specific local programme/service in the pilot area (municipality, town, village);
- Facilitate the process of preparation of local Gender Budget Watchdog reports by previously capacitated CSOs;
- Undertake quality check of the Gender Budget Watchdog reports.

**Task 5.** To organize in Chisinau 3-day Workshop on Gender Watchdog Reporting, delivered and lead by the international consultant, to facilitate finalization of at least 10 local Gender Watchdog Reports prepared by the CSO capacitated under Task 3 (*tentative period by end August 2018*).

The company will ensure the administrative and logistical arrangements for organizing of workshop including renting of venue in Chisinau, accommodation for participants from outside Chisinau (at a 3\* equivalent hotel), meals and coffee breaks, transportation from/to Chisinau to the venue, printing of training materials (e.g. agenda, handouts, evaluation forms, list of participants etc). The company will also be responsible to ensure adequate human resources to support the international consultant to deliver the workshop program for the 3-day workshop and develop the workshop package.

**Task 6.** Provide post-workshop support to 20 CSOs to organize local dialogue events to present the findings of the Gender Budget Watchdog Reports and advocate for their future use for gender sensitive budgeting and policy making at local and central level (*tentative period by end-October 2018*).

#### **DELIVERABLES AND TIMEFRAME:**

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

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No.	Deliverables	Tentative timeframe for accomplishment of task	Approximate share of work	Percentage of milestone/output and tentative schedule of payments	
1	Work plan for the assignment with specified timeline.	by 6 April 2018	15 %	by mid April 2018	
2	The list of CSOs selected based on the proposed selection criteria.				
3	Set of capacity and training needs assessment tools, dully completed by the participating CSOs, and submitted to the international consultant.	By mid – April 2018	10 %	25%	
4	Report on the 3-day training, including participants selection process, results and observations.	by end May 2018	10 %	by end-August 2018	
5	Monthly reports on the post-training support provided to 20 CSOs, describing the process and the progress achieved by the targeted CSOs.	Monthly, by mid-August 2018	15 %		40 %
6	Report on the 3-day workshop, including results, observations and proposals for future advocacy activities.	by end August 2018	15 %		
7	Organize 10 local dialog events between the selected municipalities and CSOs.	by end-October 2018	20 %	by end-October 2018	
8	Final report with overview of activities undertaken, results, challenges and recommendations for future actions.		15 %		35 %
<b>Total</b>			100 %		

### MANAGEMENT ARRANGEMENTS

The organization will work under the overall guidance of Head of Office a.i. UN Women and direct supervision of Women’s Economic Empowerment Programme Coordinator, and in close coordination with the Regional GRB Project Manager. The Contractor is expected to provide a number of highly qualified consultants/experts for this specific assignment, with appropriate skills and expertise.

### DURATION OF THE ASSIGNMENT

It is expected that the company shall begin work in March 2018 with work being completed before - November 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 3 instalments, upon submission and approval of corresponding milestones, certified by the UN Women WEE Programme Coordinator that the services have been satisfactorily performed.

UN Women will make the payments as per price schedule proposed and in line with expected deliverables:

1. First payment of 25% of the total amount will be paid upon successful completion of deliverables 1 - 3;
2. Second payment of 40% will be paid upon successful completion of deliverables 4 - 6;
3. Third payment of 35% will be paid upon successful completion of deliverables 7 and 8, and upon approval of final report by UN Women.

## COMMUNICATION AND REPORTING OBLIGATIONS

The proposer is expected to report and coordinate regularly with the UN Women office on the progress of the completion of the deliverables. The proposer is also expected to inform UN Women of any unforeseen challenge or risk that might occur during the duration of the assignment.

## REQUIREMENTS TO ORGANIZATIONS AND PERSONNEL:

The contractor engaged to undertake the assignment must fulfil the following requirements:

### **Requirements for Organization:**

- Officially registered legal entity with full capacity to act;
- Knowledge of Republic of Moldova's legal regulations is a must;
- Expert knowledge and capacity to develop capacity building tools, training modules and strategies targeting CSOs;
- Minimum 3 years of track record of projects in the field of gender equality, women empowerment, human rights, social inclusion, governance, citizen participation or similar field;
- At least 2 years of experience in organization of trainings and seminars;
- Experience in analysis of policy planning and budgeting processes at central and/or local level is an advantage;
- Substantive knowledge of the participatory and consultative mechanisms at local level;
- Experience in reading and interpreting local budgets and development of budget statements and reports;
- Previous experience in working with UN Women or other UN Agencies is an advantage;
- 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.

### **Minimum qualification of Team Leader**

- University degree in economics, finance, sociology, gender studies, human rights, development studies and/or other social science related areas relevant for the assignment;
- Minimum of 3 years of professional experience in the field of gender equality;
- Language proficiency in both written and oral English.

### **Minimum qualification of Key Experts**

- University degree in finance, economics, human rights, gender studies, development studies, political sciences, sociology and/or other social science related fields relevant for the assignment;
- Minimum of 3 years of experience in the field of gender equality and governance including gender-responsive budgeting and women's participation;
- Experience in developing tools, methodologies and capacity building targeting civil society;
- Expertise in conducting in-depth analyses, assessments and drafting reports and papers, from a gender perspective;
- Experience in working with civil society, with specific focus on capacity building, advocacy and awareness raising.

## QUOTATION SUBMISSION FORMS

### INTENT TO RESPOND FORM

**Solicitation no:** *RfQ18/01708*

**Title:** Company to provide capacity building support to Civil Society Organizations to prepare Gender Budget Watchdog reports in pilot municipalities and towns of the Republic of Moldova

**Deadline Date/Local time:** 19 March 2018, 02:00 PM (Chisinau, Republic of Moldova)

**Please complete (A), (B), or (C) and return to** tenders-Moldova@undp.org or by curier to UN Women Moldova, 131, 31 August 1989 Street, MD-2012 Chisinau, Republic of Moldova, **by** 19 March 2018, 02:00 PM (Chisinau, Republic of Moldova)

<p><b>(A) We intend to submit our proposal by:</b> _____ (date/time)</p>	<p><b>Company Name:</b> _____  <b>Contact Name:</b> _____  <b>Email:</b> _____  <b>Telephone:</b> _____</p>
<p><b>(B) We may submit our proposal and will confirm our intent by:</b> _____ (date/time)</p>	<p><b>Company Name:</b> _____  <b>Contact Name:</b> _____  <b>Email:</b> _____  <b>Telephone:</b> _____</p>
<p><b>(C) We do not intend to submit a proposal for the following reason(s):</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Our current workload does not permit us to take on additional work at this time</li> <li><input type="checkbox"/> We do not have the required expertise</li> <li><input type="checkbox"/> There is insufficient time to prepare a proper submission in response to this solicitation</li> <li><input type="checkbox"/> Our funds or other resources are insufficient to carry out the work required</li> <li><input type="checkbox"/> We choose not to participate due to a conflict of interest involving: _____</li> <li><input type="checkbox"/> Other (please specify): _____</li> </ul> <p><b>Company Name:</b> _____  <b>Contact Name:</b> _____  <b>Email:</b> _____  <b>Telephone:</b> _____</p>

## STATEMENT OF CONFIRMATION

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

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

Date: *[insert date of Quotation Submission]*

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 IV) and will not request any changes to the existing terms, conditions and clauses;
- (c) We offer to supply in conformity with the **(RfQ18/01708) for the provision of capacity building support to Civil Society Organizations to prepare Gender Budget Watchdog reports in pilot municipalities and towns of the Republic of Moldova** and undertake, if our offer is accepted, to commence and complete delivery of all goods specified in the contract within the time frame stipulated;
- (d) We offer to supply 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 **60 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 PURCHASE ORDER IS ISSUED BY UN WOMEN **WITHIN THE QUOTATION VALIDITY PERIOD STATED ABOVE**, THE UNDERSIGNED HEREBY COMMITS, SUBJECT TO THE TERMS OF SUCH PURCHASE ORDER, TO FURNISH ANY OR ALL ITEMS 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 UN WOMEN CONTRACT MODEL AND THE GENERAL CONDITIONS OF CONTRACT.

*Exact name and address of company*

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: (TYPE OR PRINT) \_\_\_\_\_

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 are in accordance with specifications 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

### Section A: Expertise and Capability of Supplier

#### 1.1 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.
- Outline 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).
- Include a description of your present and ongoing contracts that have a direct relationship to this requirement. Include relevant collaborative efforts your organization may have participated in.

#### 1.2 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 is no judgment or pending legal action against them that could impair their operations in the foreseeable future.

#### 1.3 Subcontracting and partnerships

- 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.

#### 1.4 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.

### 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) 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 Qualifications		
<b>Employment Record: [Insert details of as many other appropriate records as necessary]</b>		
From [Year]: _____ To [Year]: _____		
Employer: _____		
Positions held: _____		
<b>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]</b>		
Period: From - To	Name of project/organization:	Job Title, main project features, and Activities undertaken
<b>References (minimum 3)</b>		
	(Name/Title/Organization/Contact Information – Phone; Email)	

## Financial Quotation

The components comprising the 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 company shall accept to reimburse travel costs to participants upon provision by the participant of receipt for payment of bus ticket or payment per km as per official tariffs in MDL. The expenses will be reimbursed to the company based on the compiled lists of participants with travel information and separately to the financial quotation below.

**All prices/rates quoted must be inclusive of all taxes.**

### A. Cost Breakdown per Deliverables

No.	Deliverables	Percentage of Total Price	Price (Lump Sum, All Inclusive)
1	Work plan for the assignment with specified timeline.	15 %	
2	The list of CSOs selected based on the proposed selection criteria.		
3	Set of capacity and training needs assessment tools, dully completed by the participating CSOs, and submitted to the international consultant.	10 %	
4	Report on the 3-day training, including participants selection process, results and observations.	10 %	
5	Monthly reports on the post-training support provided to 20 CSOs, describing the process and the progress achieved by the targeted CSOs.	15 %	
6	Report on the 3-day workshop, including results, observations and proposals for future advocacy activities.	15 %	
7	Organize 10 local dialog events between the selected municipalities and CSOs.	20 %	
8	Final report with overview of activities undertaken, results, challenges and recommendations for future actions.	15 %	
	<b>Total</b>	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	Unit of measure	Number of units	Duration	Unit Cost (MDL)	Total Cost (MDL)
<b>1</b>	<b>Personnel services</b>					
1.1	Team Leader	Per person				

#	Description	Unit of measure	Number of units	Duration	Unit Cost (MDL)	Total Cost (MDL)
1.2	Team Member 1 (specify)	Per person				
1.3	Team Member 2 (specify)	Per person				
1.4	Other (specify)					
<b>2</b>	<b>Operational costs</b>					
2.1	<b>Venue &amp; Logistics support for training and workshop</b>  <i>[in case of various locations, please specify the costst in two different tables]</i>					
	Conference room (up to 40 participants) for 3-days training/workshop Requirements to venue: - Accessible for people with disabilities; - Located within Chisinau	Event/day				
	Training handouts for participants <i>[agenda, training materials, support materials, other specify]</i>	Per person				
	Technical equipment for presentations <i>[such as: laptop, overhead projector, screen, wireless microphones, etc.]</i>	Per day				
	Catering services: - Continental breakfast (if any) - Coffee breaks (to include freshly brewed coffee, herbal and leaf teas, full cream, salty and sweet pastry, seasonal fresh fruit) - 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				
	Accomodation: - in standard double rooms (two beds), minimum 3 stars or equivalent); - accessible for people with disabilities;	Room/Person/Night				
	Transportation costs (specify)	Per km				
	Communication costs					
2.2	10 Dialog Events costs <i>[please specify in separate lines the costs for all needs to organize the dialog events]</i>					
	Management costs					
	Other costs (specify)					
	TOTAL					

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

**End of Annex 2**



## UN WOMEN GENERAL CONDITIONS OF CONTRACT

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

<http://www.unwomen.org/-/media/commoncontent/procurement/un-women-general-conditions-of-contract-services-en.pdf?la=en&vs=5729>

**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 [gender equality \(http://www.unwomen.org/en/about-us/guiding-documents\)](http://www.unwomen.org/en/about-us/guiding-documents) and [women’s empowerment \(http://weprinciples.org/Site/PrincipleOverview/\)](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:** \_\_\_\_\_

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

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

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

**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:

<b>[LIST DELIVERABLES]</b>	<b>[INDICATE DELIVERY DATES]</b>
<i>[e.g. Deliverable 1</i>	<i>.././.... ..</i>
<i>Deliverable 2</i>	<i>.././....]</i>
<i>Deliverable 3</i>	<i>.././....</i>

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:

Name, Surname	Position with the organization	Role 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:

<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:

Ms Asya Varbanova  
Acting head of Office  
UN Women Moldova  
131, 31 August 1989 Street, MD-2012  
Chisinau, Republic of Moldova  
Email: [asya.varbaniva@unwomen.org](mailto:asya.varbaniva@unwomen.org)

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 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 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**

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

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

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

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

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

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

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

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

\_\_\_\_\_