

Request for Proposal

Reference No.: *[UN Women / 18/0004]*

*Consulting Firm for Establishment of Women Protection Units (WPU) in Dadu, Khairpur And Quetta
To Provide Crisis Information, Counselling, Legal and Rights Information/ Advice*

[09 August 2018]

Dear Sir/Madam,

Subject: Request for Proposal (RFP) for Establishment of Women Protection Units (WPU) in Dadu, Khairpur And Quetta To Provide Crisis Information, Counselling, Legal and Rights Information/ Advice

The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) plans to procure Services of a Consulting Firm for the Establishment of Women Protection Units (WPU) in Dadu, Khairpur And Quetta To Provide Crisis Information, Counselling, Legal and Rights Information/ Advice

1. As described in this Request for Proposal and its related annexes. UN Women now invites sealed proposals from qualified proposers for providing the requirements as defined in these documents.
2. In order to prepare a responsive proposal, you must carefully review, and understand the contents of the following documents:
 - a. This letter (and the included Proposal Instruction Sheet (PIS))
 - b. Instructions to Proposers ([Annex I](#)) available from this link: <http://www.unwomen.org/-/media/headquarters/attachments/sections/about%20us/procurement/un-women-procurement-rfp-instructions-en.pdf?la=en&vs=3939>
 - c. Terms of Reference (TOR) (Annex 2)
 - d. Evaluation Methodology and Criteria (Annex 3)
 - e. Format of Technical Proposal (Annex 4)
 - f. Format of Financial Proposal (Annex 5)
 - g. Proposal Submission Form (Annex 6)
 - h. Voluntary Agreement to Promote Gender Equality and Women's Empowerment (Annex 7)
 - i. UN Women Model Forms of Contract (Annex 8)
 - j. General Conditions of Contract (Annex 9)
 - k. Joint Venture/Consortium/Association Information Form (Annex 10)
 - l. Submission Checklist (Annex 11)
3. The Proposal Instruction Sheet (PIS) -below- provides the requisite information (with cross reference numbers) which is further detailed in the [Instructions to Proposers \(Annex I\)](#)

PROPOSAL INSTRUCTION SHEET (PIS)

4. Detailed Instruction governing below listed summary of the “instructions to proposers” are available in the Annex I (“Instruction to Proposers”) accessible from this link:

<http://www.unwomen.org/-/media/headquarters/attachments/sections/about%20us/procurement/un-women-procurement-rfp-instructions-en.pdf?la=en&vs=3939>

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
4.2	Deadline for Submission of Proposals	<p>Date and Time: 20 August 2018, 1200 AM</p> <p>[for local time reference, see www.greenwichmeantime.com]</p> <p>City and Country: <i>[ISLAMABAD - PAKISTAN]</i></p> <p>This is an absolute deadline. Any proposal received after this date and time will be disqualified.</p>
4.1	Manner of Submission	<input checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail
4.1	Address for Proposal Submission	<p><input checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail:</p> <p>Saima Sadruddin UN Women Plot # 5 – 11, Diplomatic Enclave No 2, Sector G – 4, Islamabad.</p> <p>“NOT TO BE OPENED BY REGISTRY”</p>
3.1	Language of the Proposal:	<p><input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish</p> <p><input type="checkbox"/> Other (pls. specify) _____</p>
3.4.2	Proposal Currencies	<p>Preferred Currency: <input type="checkbox"/> USD</p> <p>If no, please indicate Currency: <input type="text" value="PKR"/></p> <p><i>Proposer may submit proposal in any freely convertible currency</i></p>

3.5	Proposal Validity Period commencing after the deadline for submission of proposals (see 4.2 above)	90 days If other, please indicate: <input type="text"/> days.
2.4	Clarifications of solicitation documents	Requests for clarification shall be submitted <input type="text" value="7"/> days before the deadline for submission of proposal. UN Women shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UN Women to extend the deadline date, unless UN Women deems that such an extension is justified and necessary.
	Contact address for requesting clarifications on the solicitation documents	Requests for clarification should be addressed to the e-mail address: saima.sadrudin@unwomen.org Clarification emails should include a subject header in the following format: "UNW RFP Reference #, Request for Clarification, Company/Contractor Name" Proposers must not communicate with any other personnel of UN Women regarding this RFP. <u>The e-mail address above is for clarifications ONLY.</u> <u>IMPORTANT: Do not send or copy the e-mail address above while submitting a proposal. Doing so will disqualify your proposal.</u>
2.5	Pre-Proposal/Bid Meeting	<input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Mandatory: <input type="checkbox"/> Optional:
3.9	Proposal Security	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required Proposal Security is not foreseen to be required by UN Women at this stage; however, UN Women reserve the rights

		to request a Performance Security from the successful bidder at any stage.
7.4	Performance Security	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required <p>Performance Security is not foreseen to be required by UN Women at this stage; however, UN Women reserve the rights to request a Performance Security from the successful proposer at any stage.</p>
3.2	Waiver & Release of Indemnity (If there is a site visit/inspection)	<input checked="" type="checkbox"/> Not Required <p>No site inspections/visits are necessary and therefore a waiver/release of indemnity is not required.</p> <input type="checkbox"/> Required <p>Return this Waiver to UN Women in advance of the site inspection, to the contact below; email to: _____</p>

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

Yours sincerely,

Jamshed M. Kazi
Country Representative
UN Women Pakistan

ANNEX 1

Instructions to Proposers

Instructions to Proposers available from this link:

[http://www.unwomen.org/-
/media/headquarters/attachments/sections/about%20us/procurement/un-women-
procurement-rfp-instructions-en.pdf?la=en&vs=3939](http://www.unwomen.org/-/media/headquarters/attachments/sections/about%20us/procurement/un-women-procurement-rfp-instructions-en.pdf?la=en&vs=3939)

ANNEX 2

TERMS OF REFERENCE REQUEST FOR PROPOSALS

ESTABLISHMENT OF WOMEN PROTECTION UNITS (WPU) IN DADU, KHAIRPUR AND QUETTA TO PROVIDE CRISIS INFORMATION, COUNSELLING, LEGAL AND RIGHTS INFORMATION/ ADVICE

Title:	Establishment of Women Protection Units (WPUs) in Dadu, Khairpur and Quetta to Provide Crisis Information, Counselling, Legal and Rights Information/ Advice
Duration of assignment:	1 September 2018-31 May 2019 (9 months)
Location:	Home-based
Type of contract:	Professional Services Agreement
Payment:	Upon submission of approved deliverables
Supervision:	EVAW, Governance, & Human Rights Programme, UN Women, Pakistan

INTRODUCTION & BACKGROUND

United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) strives to promote gender equality and women's human rights, strengthen implementation of gender-sensitive policy and legislation and eliminate all forms of VAW¹. Attention is given to issues of excluded groups and their capacity to lobby so that these become part of mainstream decision making and planning. UN Women provides technical advisory and services on women's economic empowerment, ending violence against women and girls, women's leadership and participation, including in disaster risk reduction and management and gender integration in planning and budgeting. UN Women works towards ensuring an effective UN response by strengthening the effectiveness, coordination, and quality of outputs on gender equality amongst the various stakeholders.

Violence against Women (VAW) is one of the most pervasive violations of human rights in the world, one of the least prosecuted crimes, and one of the greatest threats to lasting peace and development. Violence directed towards women can, and does, take many forms and can have fatal consequences. It can be overt or subtle, verbal, psychological or physical, and can be directed towards any member of a community. VAW can take different forms, including sexual, physical, exploitative, economic, emotional or religious/spiritual abuses. It may involve trafficking, forced marriages, rape as a weapon of terror or ethnic

¹ "The United Nations defines violence against women as "any act of gender-based violence that results in, or is likely to result in, physical, sexual or psychological harm or suffering to women, including threats of such acts, coercion or arbitrary deprivation of liberty, whether occurring in public or in private life" (General Assembly Resolution 48/104 Declaration on the Elimination of Violence against Women, 1993).

cleansing, or be experienced as harassment. The violence may take place in the home, at work, or in public institutions, and can occur across the lifespan of a woman. It cuts across all ages, cultures, social and faith groups.

Women also face harassment and violence within public institutions that aim to protect and serve them. This may take place in police stations, jails, prisons², border posts, hospitals, health-care centres, shelters or social assistance offices, and may take the form of rape, sexual harassment or some other form of degradation.

VAW not only affects women's personal wellbeing, but it also impacts economic productivity and national development which is less researched and identified at the country level. Every recognizable effect of violence has a cost whether it is direct or indirect. Direct costs come from the use of goods and services for which a monetary exchange is made. Indirect costs stem from effects of violence against women that have an imputed monetary value even though they do not involve an actual monetary exchange, such as lost income or reduced profits. Effects of violence against women also include intangible costs such as, premature death, and pain and suffering for which there is no imputed monetary value in the economy. Costs can also be borne in the short-run or the long-run. Economic studies of VAW have yet to measure these economic multiplier effects in any comprehensive way.

RATIONALE AND PURPOSE

It is evident that VAW is a global issue of pandemic proportions, which has an impact on all societies. It violates the rights and fundamental freedoms of women and girls. Violent practices that victimize women and girls transcend social, cultural, ethnic and religious boundaries³. Such violence can have a devastating effect on the lives of survivors, their families and communities. Without multi-sectoral services and functioning referral systems in place, women and girls lack safety and security, opportunities for rehabilitation, and access to health (including sexual and reproductive health) and justice. The lack of necessary and long-term investments has hampered the adoption of prevention strategies and measures that can sustainably and effectively address VAW and minimize harmful practices⁴. In response to this situation, there is a dire need for comprehensive and high-quality service delivery mechanisms aimed at providing services required by survivors of violence, which in turn will in turn contribute to the protection of women and girls and further prevention of violent acts.

In a 2011 WPF study, three-quarters of Pakistani women polled reported physical violence by an intimate partner, 66 percent sexual violence and 84 percent psychological violence. The 2012-13 Pakistan Demographic and Health Survey (PDHS) found that one-third of ever-married women aged 15-49 had experienced physical violence at least once; and approximately 40% had been subject to spousal abuse at some point in their lives. Critically, 52% of those surveyed who had experienced violence had never sought help. The Gender Crime Cell (GCC), which bases its data on administrative records from police stations, recorded 7,555 reported cases of VAW in 2016, while the Ministry of Human Rights recorded 6,089 in the

² UNODC has recently published a Handbook for Prison Managers and Policymakers on Women and Imprisonment (United Nations publication, Sales No. E.08.IV.4). Available from www.unodc.org/documents/justice-and-prison-reform/women-and-imprisonment.pdf.

³ Effective police responses to violence against women, UNODC, 2010

⁴ Commission on the Status of Women Fifty-seventh session. Agreed Conclusions on the elimination and prevention of all forms of violence against women and girls, 4 – 15 March 2013

same year. The types of violence experienced by women include: domestic violence (including beating, murder), so-called honour killings, sexual violence (including rape, gang rape, incest and custodial rape), harassment at work (including physical, sexual and psychological) and burning (including acid and stove). They also face psychological and emotional violence.

In response to the situation, UN Women Pakistan has been taking promising initiatives to introduce and implement integrated services that respond to survivors of VAW and has also been supporting government to fulfil its obligations to end VAW through advocacy, policy support, as well as evidence-based programming.

One such comprehensive and robust programme implemented by UN Women with support from the United States Department of State (INL) is the *“Ending VAW through Access to Justice, Services and Safe Spaces”* project. Through this project, UN Women anticipates establishing Women Protection Units (WPU) in 3 districts for ensuring effective protection of VAW survivors and providing referrals to relevant services, including law enforcement agencies. Through this intervention, police officials and other local actors will also be sensitized about these WPUs, enabling them to respond to referrals sent by WPU and/or refer survivors of VAW to these WPUs. The establishment of WPUs at the district level will contribute to ensure maximum outreach and safety of survivors of VAW, with the aim to establish WPUs in Benazir Income Support Programme (BISP) Offices⁵. This effort will be reinforced through agreements of UN Women with BISP which will provide a foundation for strengthening collaboration under this project.

In this regard, UN Women Pakistan is seeking services of a firm for establishing Women Protection Units (WPU) in Dadu, Khairpur, and Quetta districts to provide crisis information, counselling, and referrals to legal and rights information/ advice.

The inception study identified the need for such units where women can be guided to access the different support services they might need: shelters, the police, legal aid, medical assistance, counselling and so on. These units would not necessarily provide those services themselves, but they would function as a place where women could go in order to get information and referrals. Existing helplines run by WDDs, MoHR, DRF and Madadgar will be linked with WPUs. In addition, referral mechanisms will be strengthened with other services and actors, such as police, lawyers, counsellors, medical professionals and shelters. WPUs can only fulfil their role if they are well integrated with other service providers and stakeholders. Presently, such integration is poor – indeed, coordination across the VAW support chain is weak. Strengthening coordination and referral mechanisms between individual elements in the response chain will strengthen the overall chain.

A significant advantage of housing the WPUs at the BISP Offices is that women can approach these offices easily and without any questioning or stigma. If a woman goes to a police station or shelter, she may fear that her family and community will find out and will ostracize her for reporting violence, whereas a visit to a BISP Office will not draw such questions or backlash. This enables survivors of VAW the opportunity to seek information discreetly, enabling them to make informed decisions, and instilling in them the power and agency to guide their actions.

⁵ Note: The locations can change based on the actual situation on the ground when implementation is started.

Note: This intervention does not entail any construction work. A Detailed Feasibility Study will be one of the deliverables, which will help in specifying gaps and requirements that can be covered through this project (furniture, equipment, technical support, human resources, etc.) excluding any construction.

SCOPE OF WORK

Under the overall guidance and supervision of the Programme Manager (EVAW, Governance, & Human Rights Portfolio, Country Office, UN Women, Pakistan) and direct coordination with Provincial Technical Leads (Balochistan and Sindh, UN Women, Pakistan), the firm will perform the following activities:

1. Prepare a deliverables-based work-plan, including timeframe and milestones, in consultation with and for approval by UN Women;
2. Conduct consultations and maintain regular contact with the BISP offices and other stakeholders including provincial Women Development Departments (WDDs), Provincial Commissions on Status of Women (CSWs), law enforcement agencies, district government bodies, etc., to get them on board, and obtain their feedback and endorsement of the strategy and action plan for the establishment of WPU's;
3. Undertake and share a detailed feasibility study for establishing WPU's in target districts (Dadu, Khairpur and Quetta) specifying gaps and requirements (furniture, equipment, technical support, human resources, etc.) for review and approval by UN Women;
4. Prepare and share a detailed strategy along with an action plan for the establishment and operationalization of WPU's in target districts, based on the findings of the feasibility study; This should include a concept note for creating synergies between WPU's and existing services/ helplines run by government departments and/ or NGOs (e.g. WDD, PCSW, MoHR, Madadgar helpline, DRF) and creating referral linkages with local Dar ul Amans/ shelters where feasible;
5. Use the strategy and action plan to establish WPU's in target districts;
6. Organize a launching ceremony for each WPU in the target districts;
7. Prepare and share the report of the WPU's launch events;
8. Prepare a training module for WPU's technical staff in each district on:
 - i) Case handling techniques focusing on case management cycle as a whole;
 - ii) Referral mechanisms;
 - iii) Providing legal information to survivors;
 - iv) Data compilation of incidents of VAW; including protection of data; and
 - v) Media reporting highlighting the prevalence of VAW in this society
9. Develop and share with UN Women for approval a training plan for WPU's technical staff;
10. Conduct trainings for strengthening the capacity of WPU's technical staff;
11. Develop and share the training report for the trainings conducted for the WPU's;
12. Conduct awareness-raising sessions for stakeholders to make them aware of WPU's in target districts. Awareness-raising sessions should engage the general public to inform them of this service as well as service providers and key actors so that they may understand their role and

linkage to the WPU. For example, the police officials should be made aware of the services provided by the WPU as well as their role in responding to referrals forwarded by the WPU in their district, which would ensure effective protection and support for VAW survivors;

13. Develop and share a report of the awareness-raising sessions conducted in the respective districts;
14. Create synergies between WPUs at the district level and existing services/ helplines and local Dar ul Amans/ shelters. The helplines will be hosted separately but will be linked with WPUs to ensure the safety and confidentiality of the survivors.
15. Develop and share a comprehensive final report covering all the project activities, along with a sustainability plan for review and approval by UN Women.

KEY DELIVERABLES

Type	Specification	Deadline
Detailed Workplan	Submit a work plan containing timeframe and milestones for approval by UN Women.	10 September 2018
Feasibility study	Undertake a feasibility study for establishing WPUs in target districts (Dadu, Khairpur and Quetta)	30 September 2018
Strategy and action plan	Prepare and share a detailed strategy, based on the feasibility study, along with an action plan for the establishment and operationalization of WPUs in target districts, based on the findings of the feasibility study. This should include a concept note for creating synergies between WPUs and existing helplines run by government and other actors such as provincial WDDs, PCSWs, Ministry of Human Rights (MoHR), Madadgar helpline, and Digital Rights Foundation (DRF).	15 October 2018
Establish WPUs in 3 districts	Establish WPUs in target districts – ensure that all material and technical inputs are supplied and ready for use by the WPU staff	15 January 2019
Organize launch events	Organize launch events in the newly established WPUs	15 February 2019
Training module and training plan for WPUs technical staff	Finalize a training module and prepare training plan for WPUs technical staff in each district.	28 February 2019
Conduct trainings of WPU Staff	Conduct trainings for strengthening the capacity of WPU technical staff each district;	15 April 2019

Awareness raising sessions for stakeholders	Conduct awareness-raising sessions for stakeholders to make them aware of WPU as well as their role. <i>Note: these can be implemented at the same time as the trainings for WPU staff.</i>	15 April 2019
Submit report	Share report for the launch events, trainings of WPU staff and awareness raising sessions	30 April 2019
Progress report against creation of synergies between WPUs and existing helplines	Share a report on the creation of synergies between WPUs in target districts and existing helplines (based on the concept note prepared with the strategy and action plan)	10 May 2019
Project Completion Report along with Sustainability plan	Develop and share a comprehensive final report along with a sustainability plan for review and approval by UN Women.	20 May 2019
Finalize report	Incorporate changes suggested by UN Women in the final report	31 May 2019

TIME LINE

1 September 2018 to 31 May 2019

PAYMENT SCHEDULE

Payments will be made as per the following schedule:

20%	upon approval of work plan, containing timeframe and milestones
30%	upon sharing a detailed strategy along with an action plan for the establishment of WPUs in target districts
20%	upon successful establishment and launching of WPUs in target districts
15%	upon completion of trainings of WPU staff and awareness raising sessions and approval of these reports
15%	upon approval of final project completion report and sustainability plan

COMPETENCY AND EXPERTISE REQUIREMENTS

The firm/ organization should meet the following requirements:

- Must have a competent team having command over the subject matter. Curriculum Vitae to be submitted;

- International organizations/ academic institutions are also eligible to apply if they can show strong partnerships with local organizations;
- The firm/ organization must have a specialization in Human Rights/ Law, Gender Studies, Anthropology, International Relations or other related discipline;
- Proven track record of undertaking similar successful assignments;
- Work experience in Balochistan and Sindh in collaboration with local and provincial partners and government departments as well as law enforcement agencies;
- Excellent communication and writing skills in English and Urdu; knowledge of local language(s) will be an asset;
- Readiness to deliver as per the required timeframes.

FORMAT OF THE BID SUBMISSION

The firm is required to submit separate proposals (both financial and technical).

Technical Proposal:

- Letter of application
- Company profile
- CVs of team members
- Track record and experience

Financial Proposal

- A separate financial proposal as per the payment schedule given above.

EVALUATION METHODOLOGY AND CRITERIA

1. Preliminary Evaluation

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

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

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

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

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

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

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

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

Other Formal Requirements:

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

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

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

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

Technical proposal: 700 points

Financial proposal: 300 points

Total number of points: 1000 points

Evaluation of financial proposal:

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

A formula is as follows:

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

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

μ = price of the lowest priced proposal

z = price of the proposal being evaluated

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

Evaluation of technical proposal:

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

1.0 Expertise and Capability of Proposer		Points obtainable
Expertise of organization submitting proposal		
1.1	Organizational Architecture	40
1.2	Adverse judgments or awards: <ul style="list-style-type: none"> The proposer is in sound financial condition based on the financial documentation and information furnished in their proposal which should not show any financial concerns, such as negative net worth, bankruptcy proceedings, insolvency, receivership, major litigation, liens, judgments or bad credit or payment history. The proposer has not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future. 	30
1.3	General Organizational Capability which is likely to affect performance (i.e. size of the organization, strength of management support)	30

1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect delivery, but properly done it offers a chance to access specialized skills.)	50
1.5	Quality assurance procedures, warranty	100
1.6	Relevance of: <ul style="list-style-type: none"> - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region Work for another UN agencies/ major multilateral/ or bilateral programmes	100
		350
2.0 Proposed Work Plan and Approach		Points obtainable
Proposed methodology		
2.1	Analysis Approach, Methodology- including Proposer's understanding of UN Women's work, adherence to procurement principles and TOR.	150
2.2	Management Services – Timeline and deliverables.	100
2.3	Environmental Considerations: Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder's practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g. use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures.	50
		300
3.0 Resource Plan, Key Personnel		Points obtainable
Qualification and competencies of proposed personnel		
3.1	Composition of the team proposed to provide, and the work tasks (including supervisory) Curriculum vitae of the proposed team that will be involved either full or part time	50
		50
	[70%] of [700] pts = [490] pts needed to pass technical	

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

ANNEX 4

FORMAT OF TECHNICAL PROPOSAL

Technical Proposals not submitted in this format may be rejected.

Financial Proposals must be submitted in a separate envelope or attached in a separate e-mail to a different e-mail address where electronic submission is required.

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

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

Section 1.0: Expertise and Capability of Proposer

1.1 Organizational Architecture

- Background: Provide a brief description of the organization submitting the proposal, including if relevant the year and country of incorporation, types of activities undertaken, and approximate annual revenue.
- Financial capacity: The Proposer shall demonstrate its financial capacity and reliability with regard to the requirements of the Terms of Reference, which can be established by supporting documentation including for example the most recent Audited Financial Statements duly certified by a public accountant.

[Request for financial capacity of intuition should depend on the nature/complexity of the work, as defined in the TOR]

1.2 Adverse judgments or awards

- Include reference to any adverse judgment or award.

1.3 General Organizational Capability

- Outline General Organizational Capability which is likely to affect performance (i.e. size of the organization, strength of project management support e.g. project management controls, global networking, financial stability).
- Include a description of past and present experience and relationships that have a direct relationship to the performance of the TOR. Include relevant collaborative efforts the organization may have participated in.
- Explain any partnerships with local or other organizations relevant to the performance of the TOR. Special attention should be given to providing a clear picture of roles, responsibilities, reporting lines and accountability. Letters of commitment from partners and an indication of whether some or all have worked together previously.

1.4 Subcontracting

- Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of roles, responsibilities, reporting lines and accountability.

1.5 Quality assurance procedures, risk and mitigation measures

- Describe the potential risks for the performance of the TOR that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks. Provide certificate (s) for accreditation of processes, policy e.g. ISO etc.

1.6 Relevance of Specialized Knowledge and Experience on Similar Projects

- Detail any specialized knowledge that may be applied to performance of the TOR. Include experiences in the region.
- Describe the experience of the organization performing similar goods/services/works. Experience with another UN organizations/ major multilateral / or bilateral programmes is highly desirable.
- Provide at least 3 references

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

Section 2.0: Proposed Work Plan and Approach

2.1 Analysis approach, methodology

- Provide a description of the organization's approach, methodology, and timeline for how the organization will achieve the TOR.
- Explain the organization's understanding of UN Women's needs for the goods/services/works.
- Identify any gaps/overlaps in UN Women's coverage based on the information provided.

- Describe how your organization will adhere to UN Women's procurement principles in acquiring services on behalf of UN Women. UN Women's general procurement principles:
 - a) Best Value for money
 - b) Fairness, integrity and transparency
 - c) Effective competition
 - d) The best interests of UN Women

2.2 Management - timeline, deliverables and reporting

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

2.3 Environment-related approach to the service/work required

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

Section 3.0: Resource Plan, Key Personnel

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

Describe the availability of resources in terms of personnel and facilities required for the TOR. Describe the structure of the proposed team/personnel, and the work tasks (including supervisory) which would be assigned to each. An organigram illustrating the office location (city and country), reporting lines, together with a description of such organization of the team structure, should be submitted.

3.2 Profile on Gender Equality

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

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

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

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

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

Sample CV template:

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

ANNEX 5

FORMAT OF FINANCIAL PROPOSAL

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

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

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

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

1. A summary of the price in words and figures

- i. **Price breakdown:** The price must cover all the services to be provided and must itemize the following:
 - a. An all-inclusive fee rate per working day for each expert to be assigned to the team. The fee rate must include remuneration of each expert, all administrative costs of employing the expert and the margin covering the proposer's overhead and backstopping facilities.
 - b. An all-inclusive daily subsistence allowance (DSA) rate (otherwise known as a "per diem rate") for every day in which the experts shall be in the field for purposes of the assignment.
 - c. An all-inclusive amount for necessary international travel and related expenses by the most appropriate means of transport and the most direct economy class practicable route. The breakdown shall indicate the number of round trips per team member.
 - d. An all-inclusive amount for local travel, if applicable.
 - e. If applicable, other costs required for purposes of the assignment not covered in the foregoing or beneath paragraphs such as communication, printing and dispatching of reports to be produced during the assignment, rental and freight of any instruments or

equipment required to be provided by the proposer for the purposes of the services, office accommodation, investigations, surveys, etc.

f. Summary of total cost for the services proposed.

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

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

A. Cost Breakdown per Deliverables

	Deliverables	Percentage of Total Price	Price (Lump Sum, All Inclusive)	Delivery time/time period (if applicable)
1	Deliverable 1			
2	Deliverable 2...			
	Total	100%	USD.....	

[OR]

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 (USD)	Total Cost (USD)
Team Leader	1 person	Day/week/month		
Team Member	XX person	Day/week/month		
Operational cost Please detail the following:				

1. Estimated return tickets for travel (if any)	1 lump sum			
2. Accommodation and other expenses away from home (if any)	1 lump sum			
3. Local transportation				
4. Any relevant overhead costs (report preparation, communication, stationary, etc.)	1 lump sum 1 lump sum			
Technical assistance and capability building (training, working group meeting, workshop)	1 lump sum			
Publication (seminar/launching of the report, printing, etc.)				
TOTAL				

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

Signature of Financial Proposal

The Financial Proposal should be authorized and signed as follows:

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

(Name of Organization)

Signature/Stamp of Entity/Date

Name of representative: _____

Address: _____

Telephone: _____

Email: _____

ANNEX 6

PROPOSAL SUBMISSION FORM

[The proposer shall fill in this form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

Date: *[insert date of Proposal Submission]*

We, the undersigned, declare that:

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

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

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

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

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

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

VOLUNTARY AGREEMENT

Voluntary Agreement to Promote Gender Equality and Women's Empowerment

Between

(Name of the Contractor)

And

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

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

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

On behalf of the contractor:

Name : _____, Title : _____

Address : _____

Signature : _____

Date: _____

ANNEX 8

UN WOMEN MODEL FORM OF CONTRACTS AND GENERAL CONDITIONS OF CONTRACTS

[Note to Proposers]

<http://www.unwomen.org/en/about-us/procurement/contract-templates-and-general-conditions-of-contract>

ANNEX 9

JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

(to be completed and returned with your technical proposal)

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

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

Signatures of all partners/authorized representatives:

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

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

ANNEX 10

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contracts can be accessed by the proposer by clicking on the below link.

- For Goods and Services, available from this link:
<http://www.unwomen.org/~media/CommonContent/Procurement/UNwomen-GeneralConditionsOfContract-MixedGoodsServices-en.pdf>

ANNEX 11

SUBMISSION CHECKLIST

For submissions by courier mail/hand delivery:

Outer envelope containing the following forms:	
• Proposal Submission Form	
• Joint Venture Form (if a joint venture)	
• Voluntary Agreement to Promote GE & WE (Voluntary)	
• Proposal Security Form (if required)	
• Performance Security Form (if required)	
First inner envelope containing:	
• Technical Proposal	
Second inner envelope containing:	
• Financial Proposal	

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

GENERAL CONDITIONS OF CONTRACT

CONTRACTS FOR THE PROVISION OF SERVICES

1. **LEGAL STATUS OF THE PARTIES:** The United Nations Entity for Gender Equality and the Empowerment of Women (UN-WOMEN) and the Contractor shall also each be referred to as a “Party” hereunder, and:
 - 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
 - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UN-WOMEN, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to UN-WOMEN by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:
 - 2.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
 - 2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UN-WOMEN, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
 - 2.3 At the option of and in the sole discretion of UN-WOMEN:
 - 2.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UN-WOMEN prior to such personnel’s performing any obligations under the Contract;
 - 2.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UN-WOMEN prior to such personnel’s performing any obligations under the Contract; and,
 - 2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UN-WOMEN has reviewed the qualifications of such Contractor’s personnel, UN-WOMEN may reasonably refuse to accept any such personnel.
 - 2.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
 - 2.4.1 UN-WOMEN may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.
 - 2.4.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UN-WOMEN, which shall not be unreasonably withheld.
 - 2.4.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

- 2.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 2.4.5 Any request by UN-WOMEN for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UN-WOMEN shall not bear any liability in respect of such withdrawn or replaced personnel.
- 2.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UN-WOMEN officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 2.5 Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of UN-WOMEN with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UN-WOMEN shall:
- 2.6.1 undergo or comply with security screening requirements made known to the Contractor by UN-WOMEN, including but not limited to, a review of any criminal history;
- 2.6.2 when within UN-WOMEN premises or on the United Nations property, display such identification as may be approved and furnished by the United Nations security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UN-WOMEN for cancellation.
- 2.7 Within one working day after learning that any of Contractor's personnel who have access to any United Nations premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UN-WOMEN about the particulars of the charges then known and shall continue to inform UN-WOMEN concerning all substantial developments regarding the disposition of such charges.
- 2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UN-WOMEN premises or on the United Nations property shall be confined to areas authorized or approved by UN-WOMEN. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UN-WOMEN premises or on United Nations property without appropriate authorization from UN-WOMEN.

3. ASSIGNMENT:

- 3.1 Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UN-WOMEN. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UN-WOMEN. Any such unauthorized delegation, or attempt to do so, shall not be binding on UN-WOMEN.
- 3.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:
- 3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings;
and,
- 3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and,*
- 3.2.3 the Contractor promptly notifies UN-WOMEN about such assignment or transfer at the earliest opportunity; *and,*

3.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UN-WOMEN following the assignment or transfer.

4. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UN-WOMEN. UN-WOMEN shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UN-WOMEN reasonably considers is not qualified to perform obligations under the Contract. UN-WOMEN shall have the right to require any subcontractor's removal from UN-WOMEN premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

5. **INDEMNIFICATION:**

5.1 The Contractor shall indemnify, defend, and hold and save harmless, UN-WOMEN, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UN-WOMEN, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

5.1.1 allegations or claims that the possession of or use by UN-WOMEN of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UN-WOMEN under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

5.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

5.2 The indemnity set forth in Article 5.1.1, above, shall not apply to:

5.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UN-WOMEN directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

5.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UN-WOMEN or another party acting under the direction of UN-WOMEN made such changes.

5.3 In addition to the indemnity obligations set forth in this Article 5, the Contractor shall be obligated, at its sole expense, to defend UN-WOMEN and its officials, agents and employees, pursuant to this Article 5, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

5.4 UN-WOMEN shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UN-WOMEN or any matter relating thereto, for which only UN-WOMEN itself is authorized to assert and maintain. UN-WOMEN shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

5.5 In the event the use by UN-WOMEN of any goods, property or services provided or licensed to UN-WOMEN by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

5.5.1 procure for UN-WOMEN the unrestricted right to continue using such goods or services provided to UN-WOMEN;

5.5.2 replace or modify the goods or services provided to UN-WOMEN, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,

5.5.3 refund to UN-WOMEN the full price paid by UN-WOMEN for the right to have or use such goods, property or services, or part thereof.

6. INSURANCE AND LIABILITY:

6.1 The Contractor shall pay UN-WOMEN promptly for all loss, destruction, or damage to the property of UN-WOMEN caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

6.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

6.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

6.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

6.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

6.2.4 such other insurance as may be agreed upon in writing between UN-WOMEN and the Contractor.

6.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

6.4 The Contractor acknowledges and agrees that UN-WOMEN accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

6.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UN-WOMEN, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

6.5.1 name UN-WOMEN as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

6.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UN-WOMEN;

6.5.3 provide that UN-WOMEN shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

6.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UN-WOMEN.

6.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

- 6.7 Except for any self-insurance program maintained by the Contractor and approved by UN-WOMEN for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UN-WOMEN. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UN-WOMEN with evidence, in the form of certificate of insurance or such other form as UN-WOMEN may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UN-WOMEN reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify UN-WOMEN concerning any cancellation or material change of insurance coverage required under the Contract.
- 6.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
7. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UN-WOMEN against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UN-WOMEN.
8. **EQUIPMENT FURNISHED BY UN-WOMEN TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UN-WOMEN to the Contractor for the performance of any obligations under the Contract shall rest with UN-WOMEN, and any such equipment shall be returned to UN-WOMEN at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UN-WOMEN, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UN-WOMEN for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 9.1 Except as is otherwise expressly provided in writing in the Contract, UN-WOMEN shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UN-WOMEN under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UN-WOMEN.
- 9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UN-WOMEN does not and shall not claim any ownership interest thereto, and the Contractor grants to UN-WOMEN a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 9.3 At the request of UN-WOMEN, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UN-WOMEN in compliance with the requirements of the applicable law and of the Contract.
- 9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UN-WOMEN, shall be made available for use or inspection by UN-WOMEN at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN-WOMEN authorized officials on completion of work under the Contract.
10. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UN-WOMEN OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UN-WOMEN, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UN-WOMEN or the United Nations, or any abbreviation of the name of UN-

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

11. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

11.1 The Recipient shall:

11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,

11.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

- 11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:

11.2.1 any other party with the Discloser's prior written consent; *and*,

11.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

11.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

- 11.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations including its subsidiary organs, the Contractor will give UN-WOMEN sufficient prior notice of a request for the disclosure of Information in order to allow UN-WOMEN to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

- 11.4 UN-WOMEN may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

- 11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

- 11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

12. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

- 12.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or

necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

- 12.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UN-WOMEN shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UN-WOMEN shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.
- 12.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UN-WOMEN is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

13. TERMINATION:

- 13.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 16 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.
- 13.2 UN-WOMEN may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UN-WOMEN applicable to the performance of the Contract or the funding of UN-WOMEN applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UN-WOMEN may terminate the Contract without having to provide any justification therefor.
- 13.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UN-WOMEN, the Contractor shall, except as may be directed by UN-WOMEN in the notice of termination or otherwise in writing:
- 13.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;
 - 13.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;
 - 13.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UN-WOMEN and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;
 - 13.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;
 - 13.3.5 transfer title and deliver to UN-WOMEN the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract terminated;
 - 13.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UN-WOMEN thereunder;
 - 13.3.7 complete performance of the work not terminated; *and*,
 - 13.3.8 take any other action that may be necessary, or that UN-WOMEN may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UN-WOMEN has or may be reasonably expected to acquire an interest.

- 13.4 In the event of any termination of the Contract, UN-WOMEN shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UN-WOMEN shall not be liable to pay the Contractor except for those goods delivered and services provided to UN-WOMEN in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UN-WOMEN or prior to the Contractor's tendering of notice of termination to UN-WOMEN.
- 13.5 UN-WOMEN may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 13.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
 - 13.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
 - 13.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
 - 13.5.4 a Receiver is appointed on account of the insolvency of the Contractor;
 - 13.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
 - 13.5.6 UN-WOMEN reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 13.6 Except as prohibited by law, the Contractor shall be bound to compensate UN-WOMEN for all damages and costs, including, but not limited to, all costs incurred by UN-WOMEN in any legal or non-legal proceedings, as a result of any of the events specified in Article 13.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UN-WOMEN of the occurrence of any of the events specified in Article 13.5, above, and shall provide UN-WOMEN with any information pertinent thereto.
- 13.7 The provisions of this Article 13 are without prejudice to any other rights or remedies of UN-WOMEN under the Contract or otherwise.
14. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
15. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UN-WOMEN shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UN-WOMEN shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.
16. **SETTLEMENT OF DISPUTES:**
- 16.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

16.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim measures") and Article 34 ("Form and effect of the award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. **TAX EXEMPTION:**

18.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UN-WOMEN from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UN-WOMEN to determine a mutually acceptable procedure.

18.2 The Contractor authorizes UN-WOMEN to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN-WOMEN before the payment thereof and UN-WOMEN has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UN-WOMEN with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UN-WOMEN shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UN-WOMEN and paid by the Contractor under written protest.

19. **MODIFICATIONS:**

19.1 Pursuant to the Financial Regulations and Rules of UN-WOMEN, only the Chief Procurement Officer of UN-WOMEN, or such other Contracting authority as UN-WOMEN has made known to the Contractor in writing, possesses the authority to agree on behalf of UN-WOMEN to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UN-WOMEN unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief Procurement Officer of UN-WOMEN or such other contracting authority as UN-WOMEN has made known to the Contracting in writing.

19.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 19.1, above.

19.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable against UN-WOMEN nor in any way shall constitute an agreement by UN-WOMEN thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 19.1, above.

20. **AUDITS AND INVESTIGATIONS:**

20.1 Each invoice paid by UN-WOMEN shall be subject to a post-payment audit by auditors, whether internal or external, of UN-WOMEN or by other authorized and qualified agents of UN-WOMEN at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the

Contract. UN-WOMEN shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UN-WOMEN other than in accordance with the terms and conditions of the Contract.

20.2 UN-WOMEN may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

20.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UN-WOMEN access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UN-WOMEN hereunder.

21. LIMITATION ON ACTIONS:

21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

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

22. **ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle 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.

23. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UN-WOMEN in connection with the performance of its obligations under the Contract. Should any authority external to UN-WOMEN seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UN-WOMEN and provide all reasonable assistance required by UN-WOMEN. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UN-WOMEN or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UN-WOMEN.

24. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UN-WOMEN or the United Nations any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UN-WOMEN or the United Nations or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

25. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.

26. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.

27. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

28. SEXUAL EXPLOITATION:

- 28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
- 28.2 UN-WOMEN shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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SPECIAL CONDITION OF CONTRACT

The Contractor shall take all appropriate measures to ensure that neither it, its parent entities (if any), nor any of the contractor's subsidiary or affiliated entities (if any) are engaged in any discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits, against women.