

Request for Proposal (RFP)

Ref: # UNFEMRFP

Date: October 17, 2014

Dear Sir/Madam,

Subject: RFP for the Provision of Event Planning and Production of the HeForShe Fundraising Concert

1. You are requested to submit a proposal for the provision of event planning and production of the HeForShe Fundraising concert on September 26, 2015 at Barclays Centre in New York City as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. [General Conditions of Contract](#) ([Annex II](#))
 - iii. Terms of Reference (TOR).....(Annex III)
 - iv. Proposal Submission Form(Annex IV)
 - v. Financial Proposal.....(Annex V)
 - vi. Proposed Copy of Contract.....(Annex VI)
3. Your offer comprising of technical proposal and financial proposal, submitted in accordance with the instructions under Clause 15 (*Sealing and marking of proposals*) of the Instructions to Offerors, should reach the address indicated no later than **17 November, 2014, at 11:59 EST, USA time** (for local time ref, see www.greenwichmeantime.com).
4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. The requests for clarification may be submitted earlier than two weeks before the proposal submission deadline date to the email address specified under Clause 5 (*Clarification of solicitation documents*) of the Instructions to Offerors.

Yours sincerely,

Akhtar Zazai,
Chief of Procurement Section, UN Women

Instructions to Offerors

A. Introduction

1. General

On September 20, 2014, UN Women launched HeForShe, one of the largest solidarity movements of the 21st century for the achievement of gender equality. Over the next 12 months from September 2014 to September 2015, the HeForShe campaign intends to mobilize one billion men and boys as advocates and agents of change in ending the persisting inequalities faced by women and girls globally. The premise is that inequality is a human rights issue, the resolution of which will benefit everyone - socially, politically and economically.

The HeForShe campaign's twelve month implementation phase will be punctured by a large-scale fundraising event on September 26, 2015 at the Barclays Centre in New York City. This celebratory event will bring together gender experts, government officials, senior United Nations officials, civil society organizations, HeForShe celebrity champions and leading performers to raise awareness of gender equality at all time-high.

Based on the above background, UN Women hereby requests Event Production Companies with extensive experience, contacts and a sound track record in the securing of top-tier performance talent, broadcast partners and production of fundraising events to submit a proposal for the provision of event planning and production of the HeForShe Fundraising concert on September 26, 2015 at Barclays Centre in New York City.

The scope of work for the Event Production Company will include:

- Develop, manage and execute master event logistical plan and timeline; Assign /delegate tasks to production and volunteer teams; evaluate, analyze and report results for the event.
- Create, manage and reconcile event budgets, expenses and timelines. Adhere to project timelines and budget guidelines.
- Oversee the implementation of the marketing campaign.
- Responsible for leading/managing various events planning teams in the planning and implementation process for all aspects of the event; including attending regular UN Women meetings and meeting follow-up.
- Deliver project deliverables on-time, on-budget and to client expectations.
- Direct and manage volunteer committees, both pre-event and on-site.
- Manage relationships with event vendors.
- Direct and manage on-site event set up and clean-up.
- Manage and execute event debrief including analyzing surveys as well as recommended improvements/changes.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, UN WOMEN will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

3. Eligible Offerors

This RFP is open to all national and international suppliers who are legally constituted, can provide the requested services, and have a valid registration in the country or through an authorized representative.

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

Offeror shall not be eligible to submit an offer when at the time of Proposal submission:

- a) Offeror is suspended by UN Women, or, the UN Procurement Division (UN/PD),
- b) Offeror's name is mentioned in the UN 1267 Terrorist list issued by the Security Council resolution 1267, which establishes a sanctions regime to cover individuals and entities associated with Al-Qaida and/or the Taliban, or,
- c) Offeror has been declared ineligible by the World Bank, or
- d) Offeror has any pending disputes or litigation with United Nations organizations, specialized agencies any of its member states, or
- e) Offerors are not registered under existing regulations of their and/or beneficiaries country as required for doing business, and if requested by UN Women, Offeror has not submitted copies of original documents defining the constitution or legal status, place of registration, and principal place of business of the Offeror, or
- f) Offeror has a conflict of interest. Offeror may be considered to have a conflict of interest with one or more parties in this solicitation process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UN-Women to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Services to be purchased under this RFP.

B. Solicitation Documents

4. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

5. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UN Women procuring entity in writing at: procurement@unwomen.org. The procuring UN Women entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of UN Women response (including an explanation of the query but without identifying the source of inquiry) will be posted on the website <http://www.unwomen.org/en/about-us/procurement> as addendum to this RFP.

6. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UN Women entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UN Women entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

7. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UN Women entity shall be written in the **English language**. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

8. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Technical proposal, including documentation to demonstrate that the Offeror meets all requirements, completed in accordance with clause 9 below;

- (c) Financial Proposal, completed in accordance with clauses 10 and 11 and format in Annex V;

9. Technical proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

Technical Proposals not submitted in this format may be rejected.

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

Section A: Expertise and Capability of Offeror

1.1 Organizational Architecture

- Background: Provide a brief description of the organization submitting the proposal. We request that you provide us with a concise summary of your capabilities to accomplish this assignment. This information should include an overview of your offices within the US, a description of your service offerings that you plan to employ in supporting us and a discussion of how you would approach the staffing of our account.
- Provide the **company registration document and audited financial reports from 2012 & 2013.**

1.2 General Organizational Capability

- To demonstrate your experience with situations similar to ours and your knowledge of our industry, we would like you to discuss at least one relevant case study.
- 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 and explain any partnerships with local or other organizations relevant to the performance of the TOR.

1.3 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.

1.4 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 services. Experience with

other UN organizations/ major multilateral / or bilateral programmes is highly desirable.

- Provide at least 3 references

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

Section B: 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 services.
- Identify any gaps/overlaps in UN Women's coverage based on the information provided.

2.2 Management - timeline, deliverables and reporting

- Provide a detailed description of how the management for the requested services will be implemented in regard to the TOR. The project management team should include Project Lead, Content Writer, Community Manager and broader project team for day-to-day management of all social media platforms.

Section C: 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 state), reporting lines, together with a description of such organization of the team structure, should be submitted.

3.2 Curriculum Vitae

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

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

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

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

Sample CV template:

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

Information which the Offeror considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

10. Proposal prices

The Offeror shall indicate on an appropriate Financial Proposal, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

11. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency.

12. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by the procuring UN Women entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UN Women entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UN Women entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

13. Format and signing of proposals

The Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

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

14. Payment

UN Women shall effect payments to the Contractor after acceptance by UN Women of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

15. Sealing and marking of proposals

The Offeror shall submit proposals email option in pdf format as detailed below:-

(i) The technical proposal with clear subject line as "Technical Proposal RFP UNWOMEN2398-6: Provision of HeForShe Social Media Strategy and Management services– (containing the Proposal Submission Form Annex IV and the Technical Component of your proposal) must be submitted to technical.bid@unwomen.org;

(ii) The financial proposal with clear subject line as "Financial Proposal RFP UNWOMEN2398-6: Provision of HeForShe Social Media Strategy and Management services - (containing your Financial Proposal in the format of Annex V) must be submitted to financial.bid@unwomen.org;

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

a) The Technical and Financial documents have not been submitted separately

- b) The pricing information is included in the Technical Proposal
- c) Proposals submitted to any other address or location, or copied to an e-mail address other than dedicated bid secure e-mail addresses as instructed above
- d) Proposals sent via the correct route after having been sent incorrectly

16. Deadline for submission of proposals

Proposals must be received by the procuring UN Women entity at the address specified under clause 15 (*Sealing and marking of Proposals*) no later than **17 November 2014, at 11:59 EST, USA time** (for local time ref, see www.greenwichmeantime.com).

The procuring UN Women entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause 6 (*Amendments of Solicitation Documents*), in which case all rights and obligations of the procuring UN Women entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

17. Late Proposals

Any Proposal received by the procuring UN Women entity after the deadline for submission of proposals, pursuant to clause 16(*Deadline for the submission of proposals*), will be rejected.

18. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UN Women entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy.

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

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

E. Opening and Evaluation of Proposals

19. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Chief of Procurement.

20. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

21. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

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

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

22. Evaluation and comparison of proposals

This RFP will be evaluated based on the evaluation explained below:

The *lowest-priced technically compliant proposal* is selected based on a point system method with a minimum threshold. Here, a two-stage procedure is utilized in evaluating the proposals:

(a) The **technical proposal** is evaluated prior to the financial proposal being opened and compared. The technical proposal is evaluated on the basis of its responsiveness to the RFP and as described under Clause 9 (*Technical Proposal Form*).

(b) In the second stage, **financial proposal** of the Proposals will be opened only for submissions that passed the minimum technical score of 70% out of the obtainable score of 700 points in the evaluation of the technical proposals.

During the financial evaluation:

Arithmetical errors will be rectified on the following basis:

- If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the **unit price** shall prevail and the total price shall be corrected.
- If there is a discrepancy between words and figures the amount in words will prevail.
- If the Proposer does not accept the correction of errors, its Proposal will be rejected.

Technical Proposal Evaluation:

		Points obtainable
Expertise and Capability of Offeror		
Expertise of organisation submitting proposal		
1.1	Organizational Architecture	35
1.2	Adverse judgments or awards	10
1.3	General Organisational Capability which is likely to affect performance (i.e. size of the organization, strength of management support). Please provide a company registration document and audited financial reports from 2012 & 2013	30
1.4	Discussion of a relevant case study	25
1.5	Quality assurance procedures	25
1.6	Relevance of: - Specialized Knowledge - Experience on Similar Programme / Projects Work for other UN agencies/ major multilateral/ or bilateral programmes	25
		150

		Points Obtainable
Proposed Work Plan and Approach		
Proposed methodology		
2.1	Analysis Approach, Methodology- including Offeror's understanding of UN Women's work	70
2.2	Design monitoring and reporting metrics	80
2.3	Management Services – Timeline and deliverables.	150

	<ul style="list-style-type: none"> - Planning and conceptualization phase - Campaign design and content development phase - Implementation phase 	
		300

		Points Obtainable
Resource Plan, Key Personnel		
Qualification and competencies of proposed personnel		
3.1	Composition of the team proposed to provide the services, and their work tasks (including supervisory)	100
3.2	Curriculum vitae of the proposed team;	150
		250
	70% of 700pts = 490 pts needed to pass technical	

F. Award of Contract

23. Award criteria, award of contract

Prior to expiration of the period of proposal validity, the procuring UN Women entity will award the contract to the Offeror offering the lowest price.

The procuring UN Women entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

24. Purchaser's right to vary requirements at time of award

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

25. Signing of the contract

Within 5 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

26. Vendor Protest

Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely Offerors/bidders or when all proposals/bids are rejected. In the event that you believe you have not been fairly**

treated, you can find detailed information about vendor protest procedures in the following link: <http://www.unwomen.org/en/about-us/procurement/vendor-protest-procedure>

Terms of Reference

Event Production Company for the HeForShe Fundraising Concert

Background, Objectives, Target Audience

UN Women seeks to engage an Event Production company for the HeForShe fundraising concert to be held at the Barclays Center on September 26, 2015. This is an RFP for an Event Production Company with extensive experience, contacts and a sound track record in the securing of top-tier performance talent, broadcast partners and production of fundraising events. The scope of services under the proposed agreement includes conceptualizing, managing and executing the event, bringing innovation, creativity, and a partnership-style program for the event. **Given UN Women's status as a non-profit generating organization, bids are requested at low-bono levels.**

Developed in support of UN Women's Beijing +20 efforts, HeForShe is a solidarity movement for gender equality that seeks to engage men and boys as advocates and agents of change for the achievement of gender equality and women's rights. The campaign encourages men and boys to speak out and take action against inequalities faced by women and girls. Under a cohesive UN Women Beijing +20 umbrella, the campaign will mobilize men and boys to stand up for gender equality using interactive and viral marketing techniques through a number of mediums including social media tools, applications, video and off-line mediums including print.

Specific objectives of the campaign include:

The overall goal of the campaign is to spread awareness and spark action on the responsibility that men and boys have in eliminating all forms of discrimination against and violence against women and girls. Over the next twelve months from September 2014 – September 2015, the campaign hopes to mobilize one billion men as advocates for gender equality.

Additional goals include:

- Raise awareness of gender equality at an all-time high, as a moral, social and economic imperative for humanity.
- Create a solidarity movement between men and women to end gender inequality through a common platform that engages one half of humanity in support of the other half of humanity, for all of humanity.
- Engage UN Women and UN entities and their country offices to develop sustainable, transformative programs for the full participation of men and boys in support of gender equality.

- Collaborate with government officials, men’s organizations and other civil society organizations, universities and schools to create and promote HeForShe events and campaigns within their local communities.
- Inspire people to take action against gender-based discrimination and violence against women and girls.
- Create a platform to highlight as role models, men and boys who are taking a stand against gender-based discrimination and violence against women and girls globally.
- Increase overall recognition of UN Women’s role and brand globally.

The primary target audiences for the campaign are: the general public and online users globally (men, boys, women and girls); women’s rights constituencies; online influencers; bloggers and opinion leaders (“champions”).

The secondary audience consists of: traditional media; policy and decision-makers; non-governmental organizations/UN system.

Key Deliverables

Overall Management

The Event Organizer will:

- Will work with specified members of the Client team to refine and develop creative details including event flow, agenda, signage, look and feel, and all other elements as necessary.
- Act as main liaison with the venue and all participating vendors, coordinate as necessary any site inspections, production & logistics meetings and conference calls among them to coordinate all elements of the Engagement.
- To directly manage the participation of all parties including the venue, vendors, talent, sponsors, etc.
- Develop, maintain & circulate current Engagement production and show flow schedules, working timeline, ground plan / layouts, etc. and ensure that all efforts are coordinated and managed across all events.
- Work with internal and external resources and vendors to budget to the degree of accuracy possible the exact costs relating to the Engagement and to maintain an up-to-date budget of Engagement costs before, during, and after the Engagement.
- Provide efficient reporting and communication on a project-wide and event-wide basis. Including, but not limited to, weekly status updates.

Venue & Logistics

- Survey venue technical capabilities, perform site inspections, budget & negotiate venue-

associated costs.

- Maximize use of venue assets, services, equipment and other contractual deliverables to minimize out-of-pocket expenses of the Engagements.
- Devise, coordinate and provide plans to manage all event logistics of the Engagement including guest arrivals, check-in, hotel rooming list (if needed), meals, transportation, guest movement, etc.
- Circulate master documents to all Engagement partners and vendors to ensure logistical coordination.
- Provide onsite stage management to ensure flow and smooth execution of the Engagement for all participants.
- Provide day-of event staff to oversee set-up, event and strike.
- Engage and manage onsite staff as well as vendors for catering, guest activities, security, etc. as required to ensure a smooth event.

Production

- Consult with Client regarding all creative aspects of each event including but not limited to the theme, program development, and overall design and décor.
- Design, supervise and manage all Engagement technical arrangements including staging, sound, lighting, labor, electrical power, rigging, walkie-talkies, etc.
- Coordinate and advance all logistics and technical requirements requested by secured talent.
- Secure and manage vendors to provide all required technical services
- Provide onsite production management to oversee the load-in, set-up, technical rehearsals, talent rehearsals, show, strike & load-out.
- Stage manage the Engagement from beginning to end.

Talent

- Assist in securing of performance talent.
- Coordinate, communicate and manage all talent logistics prior to event as well as provide onsite management & liaison for performing or presenting talent.

Financial Proposal

The Offeror is asked to prepare and submit the cost breakdown for each deliverable based on the below format. The Financial Proposal should be submitted as a separate PDF file from the rest of the RFP response as indicated in clause 15(*Sealing and marking of proposals*) of the Instructions to Offerors.

The Financial Proposal must provide a detailed cost breakdown. 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.

UN Women shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties agreed to add new deliverables to the scope of Services as indicated in clause 24 (*Purchaser's right to vary requirements at time of award*) of the Instructions to Offerors.

This is a flat project fee, and bidders should bid accordingly. Payment will be payable in 3 parts at the end of each delivery phase:

<u>Project phase</u>	<u>Payment percentage</u>
• Planning and conceptualization phase	30%
• Event design and content development phase	30%
• Completion of event (after concert)	40%

Description of Outputs/Deliverables		Number of Staff	Estimated Amount for Deliverable	Remarks
1.	Planning and conceptualization phase			
1.1	An event strategy (includes detailed goals, phases, logistical plan, timeline)			
1.2	A fundraising strategy (event's budget, target donor audiences: private/corporations and donor engagement plans)			
1.3	A marketing strategy (target media partners: broadcast/print, other channels)			
1.4	A talent strategy (target talent performers, talent			

	engagement plan)			
1.5	Final event strategy including phases/incentives, Social mobilization strategy, production/activity plan and timeline			
2.	Event design and content development phase			
2.1	Develop the core event's creative concept and sub-concepts, including list of engagement technical arrangements including staging, sound, lighting, labor, electrical power, rigging, walkie-talkies etc.; all creative aspects including but not limited to the theme, program development, and overall design and décor.			
2.1.1	Key messages for event marketing purposes			
2.1.2	All key messages in English, French and Spanish (translations to be provided by UN Women)			
2.1.3	Develop all elements of the event's marketing strategy in close collaboration with UN Women			
3.	Implementation phase			
3.1	Event Production team to include: Project Manager, Producer, Director of Production, Technical Coordinator, stage managers, Talent Wranglers and other relevant technical staff			
3.2	Secured performing talent and broadcast partners			
3.3	Design monitoring and reporting metrics			

Prices should be expressed in US dollars.

Proposed Copy of Contract

This Contract dated [date] is made

BETWEEN

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

and

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

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

WITNESSTH

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

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

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

Article 1 Contract Documents

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

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

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

[1.1.3 Fee Schedule (the “Fee List”)]; [and]

[1.1.4 Form of Performance Security]; [and]

[1.1.5 other annexes that may be relevant]

1.2 The Contract Documents are complementary of one another but,

1.2.1 First, this document;

1.2.2 Second, Annex A;

1.2.3 Third, Annex B;

[1.2.4 *Fourth, Annex C;*]

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

[1.2.6... *other Annexes*]

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

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

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

Article 2 **Effective Date and Term**

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

Article 3 **Representations and Warranties**

3.1 The Contractor represents and warrants that:

3.1.1 it is duly organized, validly existing and in good standing;

3.1.2 it has all necessary power and authority to execute and perform this Contract;

3.1.3 the execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;

3.1.4 this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;

3.1.5 all of the information it has provided to UN-Women concerning provision of the Services pursuant to this Contract is true, correct, accurate and not misleading;

3.1.6 it is financially solvent and is able to provide the Services to UN-Women in accordance with the terms and conditions of the Contract;

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

Article 4 **Obligations of the Contractor**

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

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

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

[e.g.

Progress report

.././....

.....

.././....

Final report

.././....]

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

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

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

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

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

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

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

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

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

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

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

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

4.13 Without limiting and further to the General Conditions, the Contractor shall be fully responsible and liable for, and UN-Women shall not be liable for (i) any action, omission, negligence or misconduct of the Contractor or its Personnel, (ii) any insurance coverage which may be necessary or desirable for the purpose of this Contract, or (iii) any costs, expenses, or claims

associated with any illness, injury, death or disability of the Contractor's Personnel. The obligations under this Article do not lapse upon expiration or termination of this Contract.

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

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

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

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

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

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

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

Article 5

Contract Price

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

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

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

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

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

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

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

Article 6

Submission of Invoices

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

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

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

Article 7

Time and Manner of Payment

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

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

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

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

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

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

7.6 In addition to any rights and remedies available to it, and without prejudice to any other rights or remedies that UN-Women may have under this Contract, UN-Women shall have the right,

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

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

Article 8

Review; Improper Performance

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

8.2 If any Services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of UN-Women's other rights and remedies under this Contract or otherwise, UN-Women shall have the following options, to be exercised in its sole discretion:

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

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

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

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

Article 9
Special Conditions

Article 9A
Insurance

Article 9B
Advance Payments

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

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

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

Article 9C
Security

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

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

security plan, shall limit or abrogate the obligations and responsibilities of the Contractor under this Contract to safeguard the safety and security of its Personnel, the Contractor's equipment and other property, UN-Women furnished equipment and supplies and Personnel's personal effects and other property.

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

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

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

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

9C.5 Neither UN-Women nor any of its officials, agents, and employees shall be liable for any loss, damage, injury or death that may be sustained by the Contractor, its Personnel, the Contractor's equipment or other property or the Personnel's personal effects or other property during, in connection with or as a result of, UN-Women's or the Contractor's taking or failure to take any security measures provided for in this Article. Further (i) the Contractor shall make no demand or claim, whether in its own right or on behalf of such Personnel or any other third party, against UN-Women, its officials, agents, and employees, in respect of, based on or in any way relating to UN-Women's or the Contractor's taking or failure to take such security measures; and (ii) without prejudice to and in addition to any other indemnities under this Contract, the Contractor shall indemnify, defend and hold and save harmless UN-Women, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by Personnel or any other third party against UN-Women, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from or relating to UN-Women's or the Contractor's taking or failure to take any such security measures.

Article 9D

Liquidated Damages

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

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

the Contractor's delay], for each *[period of time]* of delay beyond the date upon which the Services were due to have been completed.

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

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

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

Article 9E

Performance Security

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

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

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

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

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

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

Article 9F

UN-Women Equipment and Supplies

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

9F.2 In addition to UN-Women's rights under Article 8 (Equipment Furnished by UN-Women to the Contractor) of the General Conditions, the Contractor shall be responsible and accountable to UN-Women for UN-Women furnished equipment and supplies [*as defined in Article 12.1, above.*] OR

[As used in this Contract, the term “UN-Women furnished equipment and supplies” shall include, but not be limited to, equipment and supplies provided by UN-Women to the Contractor and equipment and supplies purchased by the Contractor with funds provided or to be reimbursed by UN-Women.] The Contractor shall take reasonable measures necessary to preserve such UN-Women furnished equipment and supplies from loss or damage until returned to UN-Women.

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

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

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

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

Article 9G

Amendment of General Conditions

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

Article 10

Notices

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

If to the Contractor:

[Please insert address of Contractor]

Attn: *[name/title]*

Fax: *[number]*

Email: *[email]*

If to the UN-Women:

[Please insert address of UN-Women]

Attn: *[name/title]*

Fax: *[number]*

Email: *[email]*

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

Article 11

Amendment

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

Article 12

Miscellaneous

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

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

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

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

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

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

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

FOR [NAME OF CONTRACTOR]

FOR UN-WOMEN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____