

**DETAILS OF THE PROJECT PROPOSAL ON VIRTUAL GENDER
FRIENDLY PANCHAYAT LEARNING TOOL FOR UN WOMEN IN
DHENKAJNAL DISTRICT, ODISHA, F.Y.2017-18**

Submitted to:

*Meena Kapoor
Operations Manager
UN Women India MCO
C 83 Defence Colony
New Delhi 110024*

Email: registry.india@unwomen.org

Submitted By:

**NEW INDIA
AT/PO-SANTHAPUR
DIST- DHENKANAL
PIN-759016, ODISHA
Tel No.06762 221766,
Mob-09438394477
Tel Fax.06762 223752**

Email: newindia_org@yahoo.com
Web: www.newindiaodisha.org

To
Meena Kapoor
Operations Manager
UN Women India MCO
C 83 Defence Colony
New Delhi 110024
Email: registry.india@unwomen.org

Sub: Consideration of financial assistance for the proposal virtual gender friendly learning tool for UN WOMEN in Dhenkanal district Odisha

Ref: No.RFP-INDIA MCO-2017-08

Sir,

Greetings from NEW INDIA

With much pleasure we are to inform you that, NEW INDIA being a leading social organisation of Odisha working relentlessly since last 21 years in the field of development and empowerment of the women, children, STs,SCs, SEBCs and other vulnerable segments of the population. Some of the applied action oriented activities of the organisation are WSHG promotion, capacity building, leadership skill enhancement, microenterprise promotion for the rural artisans and women, thematic ASHA training, Training of the PRIs on Rule, Role and Responsibility along with thematic components on social welfare and local line department schemes. The organization has the capacity and capability to undertake UN WOMEN right based activities smoothly. The organization is working in Deogarh and Dhenkanal districts of Odisha. Basically the activities of the organization are relating to SHG promotion, capacity building, financial linkage and promotion of entrepreneurial activities. The organization possesses a commendable track record and maintains transparency at all level.

In this backdrop, we request you to kindly look in to the matter for consideration of our project.

Yours faithfully

(Sheshadeb Rout)

Secretary, NEW INDIA

DETAILS OF THE PROJECT PROPOSAL ON VIRTUAL GENDER FRIENDLY PANCHAYAT LEARNING TOOL FOR UN WOMEN DHENKANAL DISTRICT, ODISHA, YEAR 2017-18

Introduction

NEW INDIA is a leading social organisation of Dhenkanal, Odisha since 1995-96 has been relentlessly working in the field of women and child development. The organisation also renders services to develop a virtual learning tool that will be used in training programmes of the national and state level training institutions while training elected representatives, panchayat functionaries, representatives from Civil Society Organisations and Community Based Organisations etc. at the Gram Panchayat level. The organisation has developed documents that can be referred to are: the **Working Paper on Gender Friendly Panchayat**. The procured IEC (Information, Education and Communication) materials and tools prepared by the organisation are presently in use at different thematic trainings programs being organised by the organisation and other civil society organisations in the locality from time to time.

NEW INDIA is a leading health service provider organisation of Dhenkanal. The organisation has been incepted since last 22 years and on continuation basis it renders community development services since then. The focus activities of the organisation are **Management of 2 PHC(N)** 1-Dadaraghati, PHC(N),2- Khankira and **Arogya plus project** in Kankadahad block under PPP mode, Free Ambulance service for the pregnant women and child up to one year and other misc activities relating to sustainable and replicable community health promotion. The organisation due to its outstanding contribution in the field of health and family welfare has been rewarded by different local and regional institutions of repute. The health activities of the organisation are also being carried out at Dhenkanal Municipality area under the supervision of Executive Officer, Dhenkanal Municipality. The organisation at present in managing **2 UPHCs** at Urban PHC New in Cuttack City and Baragarh city in Odisha by the support of NHM, Odisha.

Vision

NEW INDIA visualizes a world where the poor, marginalized and the vulnerable are empowered to handle their own development and negotiate within the system with dignity and liberty.

Mission

Empowering people to have access and to participate actively in the process of their own development towards qualitative improvement in their social, economic, political and physical situations through a participatory and process oriented approach.

Protecting the rights of children and persons with special needs, women, tribal, dalit & farmers and facilitating their access to available resources and primary necessities of life.

Goal

Ensuring a process that enables the community members to support their livelihoods, ideas, keen and fellow members and leave behind a habitable world for their fore bearers and bring a sustainable change in the life of community members.

Approach

- ❖ Focus on marginalized sections Dalit/ Tribal/ Women/ Children/ youth/ Aged & Differentially abled
- ❖ Community collective
- ❖ Reflection, Analysis and Action
- ❖ Empowerment through institutionalization and Capacity Building

NEW INDIA started as a village level welfare organization for improving the quality of the life of rural poor, and with a reasonable amount of work experience started functioning as a formal and registered voluntary organization from 1993. The key strategy of intervention has been participatory action leading towards sustainable development through community empowerment.

Strategy

- ❖ Community based advocacy and campaigning against violation of rights & share.
- ❖ Integrating traditional experiences/wisdom with modern technologies to evolve a harmonious living with nature.
- ❖ Standing against issues of gender disparity and promoting gender equality.
- ❖ Campaigning and networking.
- ❖ Project intervention and community capacity building for sustainability and steady withdrawal.

Operational Area

NEW INDIA is a state level organization and presently intervening in the districts of Dhenkanal and Baragarh in Odisha state, India

Annex IV

Format of Technical Proposal

Technical Proposals not submitted in this format may be rejected.

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

Proposer is requested to include a one-page value statement, apart from the information requested in the format below indicating why they are most suitable to carry out the assignment.

Name of Proposing Organization:	NEW INDIA AT/PO-SANTHAPUR,DIST- DHENKANAL PIN-759016, ODISHA, Tel No.06762 221766, Mob-09438394477 , Tel Fax.06762 223752 Email: newindia_org@yahoo.com Web: www.newindiaodisha.org
Country of Registration:	DISTRICT- DHENKANAL STATE- ODISHA COUNTRY- INDIA
Type of Legal entity:	Nature of organization- Registered Society (NGO with no profit motive objectives) The organisation has been registered under the Societies registration Act XXI of 1860 Date of Establishment- 2-10-1993 Date of Registration- dt. 23.11.94 Registered under Societies Registration Act XXI of 1860 vide Regn. No.19734/166 of 1994-95 (Copy of registration certificates enclosed for reference as per Annexure - A
Name of Contact Person for this Proposal:	Sheshadeb Rout, Secretary, NEW INDIA Mob-09438394477 , Tel Fax.06762 223752 Email: newindia_org@yahoo.com Web: www.newindiaodisha.org
Address:	At/Po- Santhapur Dist- Dhenkanal

	PIN-759016, Odisha Mob-09438394477 , Tel Fax.06762 223752 Email: newindia_org@yahoo.com Web: www.newindiaodisha.org
Phone:	MOBILE No. : 9438394477 Fax No. 06762-223752 06762223762 Email: newindia_org@yahoo.com
Fax:	Fax No. 06762-223752
E-mail:	Email: newindia_org@yahoo.com

Section A: 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 and copies of last three audited statement.

NEW INDIA is located in the village Santhapur of Gondia block, Dhenkanal. Santhapur is approachable by all weather connectivity and is at a distance of about 90 KMs from the state headquarters, Bhubaneswar, via Dhenkanal, the district headquarters. Buses are available from Bhubaneswar to Dhenkanal and from Dhenkanal to Santhapur. NEW INDIA as a social organisation maintains transparency and accountability. The organisation since last 24 years is working in the field of community empowerment.

- Imparting training to the SHGs, ASHA, AAW and community level workers
- To Develop & promote voluntary action in social development.
- To develop IEC materials, aids and techniques for formal school education, child labour, non-formal education, special education for blind, deaf and dumb, health and sanitation education, social forestry, environmental protection, water management, wasteland development programmes and movements.
- To promote social justice, equality and human rights, especially for children, women the working classes, the tribal and other poor and deprived section of society.
- To conduct comprehensive research, impart education and training ITI & Nursing training centre and provide professional services on problems relating to social,

economic, technological, cultural, environmental and other aspects for change and development.

- To preserve cultural heritage, such as folk art, folk songs, plays monuments, manuscripts, oral tradition, ancient forms of arts and crafts and to support arts, music, poetry, dance and drama as instruments of culture and national integration.
- To undertake research on social, economic, environmental, technological, cultural and other problems associated with the process of social development and studies of policies and development programmes.
- To prepare youth to tackle national calamities, such as flood, cyclone, draught, earthquake and avalanche etc. and to preserve and protect the wild life, the rare species of flora and fauna and newly planted samplings.
- To work for promotion of human rights/ Child Rights.
- To undertake social defense activities like Drug-Deaddiction centre, family counseling centre, Day Care centre, vocational training for disabled youths etc.
- To promote indigenous technical knowledge and approaches to Gandhian concepts of health, education, sanitation and rural development
- To focus entrepreneurship for self employment and micro-enterprise in rural areas
- To help people, to help themselves and to improve the quality of life.

1.2 Adverse judgments or awards

- Include reference to any adverse judgment or award.

1.3 General Organizational Capability

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

whether some or all have worked together previously.

1.4 Subcontracting

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

1.5 Quality assurance procedures, risk and mitigation measures

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

1.6 Relevance of Specialized Knowledge and Experience on Similar Projects

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

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

EXTRA SHEET ENCLOSED

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 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 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 country), reporting lines, together with a description of such organization of the team structure, should be submitted.

3.2 Gender profile

- Proposer is strongly encouraged to include information regarding the percentage of women employed in Proposer's organization, women in leadership positions, and percentage of women shareholders. This will not be a factor in the evaluation criteria; UN Women is collecting this data for statistical purposes in support of UN Women's core mandate.
- Proposers are also requested to sign the Voluntary Agreement for Promoting Gender Equality in the Workplace.

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:	SARAT KUMAR NAYAK
Position for this Assignment:	Project Coordinator
Nationality:	Indian
Language Skills:	Odia, English, Hindi
Educational and other Qualifications	MSW

Employment Record: [Insert details of as many other appropriate records as necessary]

From [Year]: 2010 To [Year]: 2017

Employer: NEW INDIA

Positions held: PROJECT COORDINATOR

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
2010 to till date	NEW INDIA	Project coordinator
References (minimum 3)	(Name/Title/Organization/Contact Information – Phone; Email) Sheshadeb Rout,Secretary, NEW INDIA, Mob-9438394477	

Annex V

Format of Financial Proposal

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

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

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

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

1. A summary of the price in words and figures

- i. **Price breakdown:** The price must cover all the services to be provided and must itemize the following:
 - a. An all-inclusive fee rate per working day for each expert to be assigned to the team. The fee rate must include remuneration of each expert, all administrative costs of employing the expert and the margin covering the Proposer overhead and backstopping facilities

- b. An all-inclusive daily subsistence allowance (DSA) rate for every day in which the experts shall be in the field for purposes of the assignment.
- c. An all-inclusive amount for necessary international travel and related expenses by the most appropriate means of transport and the most direct economy class practicable route. The breakdown shall indicate the number of round trips per team member.
- d. An all-inclusive amount for local travel, if applicable.
- e. If applicable, other costs required for purposes of the assignment not covered in the foregoing or beneath paragraphs such as communication, printing and dispatching of reports to be produced during the assignment, rental and freight of any instruments or equipment required to be provided by the Proposer for the purposes of the services, office accommodation, investigations, surveys, etc.
- f. Summary of total cost for the services proposed.

g. Financial proposal should indicate unit costs, personnel costs and clear linkages to the methodology being proposed to justify the cost.

- ii. **Schedule of payments:** Proposed schedule of payment might be expressed by the Proposer, and payment will be made by UN Women in the currency of the proposal. The payment schedule must be linked to the delivery of the outputs specified in your technical component. All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.

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

A. Cost Breakdown per Deliverables

Deliverables	Percentage of Total Price	Price (Lump Sum, All Inclusive)	Delivery time/time period (if applicable)

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 (INR)	Total Cost (INR)
Team Leader	1 person	Day/week/month		
Team Member	2 persons	Day/week/month		

Reflected in a separate sheet

[Note:This 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]

Sheshadeb Rout, Secretary

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

NEW INDIA

Signature/Stamp of Entity/Date

Name of representative: Sheshadeb Rout, Secretary

Address: At/Po- Santhapur, Dist- Dhenkanal, Odisha,

Tel-06762-221766, Mob-9438394477,

Annex VI

Proposal Submission Form

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

To: **UN Women India MCO**

C 83 Defence Colony

New Delhi 110024

Date: 11/12/2017

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bid Solicitation Documents;
- (b) We offer to supply in conformity with the Bid 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 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;
- (d) Our proposal shall be valid for a period of **[_90_]** 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;
- (e) If our proposal is accepted, we commit to obtain a performance security with the instructions under the Proposal Instruction Sheet;
- (f) We, including any subcontractors or suppliers for any part of the contract, have nationality from countries **INDIA** *[insert the nationality of the Proposer, including that of all parties that comprise the Proposer]*
- (g) We have no conflict of interest in accordance with Clause 1.2(Eligible Proposers) of the RFP Instructions to Proposers;
- (h) 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;
- (i) We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive.

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

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

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

Duly authorized to sign the proposal for and on behalf of: **NEW INDIA** *[insert complete name of Proposer]* Dated on 11TH day of December in the year 2017 *[insert date of signing]*

(Sheshadeb Rout)

Secretary, NEW INDIA

Annex VII

Voluntary Agreement

Voluntary Agreement for Promoting Gender Equality in the Workplace

Between

(Name of the Contractor)

And

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

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

- Acknowledge values in UN Women;
- Provide data (policies and initiatives) to promote gender equality and women empowerment upon request
- Participate in dialogue with UN Women to promote gender equality and women empowerment in their location, industry and or organization;

On behalf of the Contractor:

(Sheshadeb Rout)

Secretary, NEW INDIA

Name, Title, Address, Signature

Date: 11/12/2017

Annex VIII

Proposed Model Form of Contract

Date 11/12/2017

Dear Sir/Madam,

Ref.: **RFP-INDIA MCO-2017-08** [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Entity for Gender Equality and the Empowerment of Women (hereinafter referred to as "UNWOMEN"), wishes to engage [name of company/organization/institution], duly incorporated under the Laws of [name of the country] (hereinafter referred to as the "Contractor") in order to perform services in respect of **NEW INDIA, At/Po- Santhapur, Dist- Dhenkanal for virtually gender learning tool [insert summary description of the services]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UN WOMEN General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNWOMEN also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
 - a) this letter;

b) The Terms of Reference [ref. **RFP-INDIA MCO-2017-08**], attached hereto as Annex II;

c) the Contractor's technical proposal [ref **RFP-INDIA MCO-2017-08** as clarified by the agreed minutes of the negotiation meeting¹[dated.11/12/2017] both documents not attached hereto but known to and in the possession of both parties.

1.3 All the above shall form the Contract between the Contractor and UNWOMEN, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

NameSpecializationNationalityPeriod of service

....

....

2.3 Any changes in the above key personnel shall require prior written approval of

[NAME and TITLE], UN WOMEN.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNWOMEN the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report/..../....
...../..../....
Final report/..../....

2.6 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 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UN WOMEN for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

3. Price and Payment²

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UN WOMEN shall pay the Contractor a fixed contract price of _____ [INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS].

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

3.3 Payments effected by UNWOMEN to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNWOMEN of the Contractor's performance of the Services.

3.4 UNWOMEN shall effect payments to the Contractor after acceptance by UNWOMEN of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE³</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
------------------------------	---------------	--------------------

Upon...../. /....

...../....

Invoices shall indicate the milestones achieved and corresponding amount payable.

4. Special conditions⁴

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⁴

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UN WOMEN's property in the Contractor's custody, rests with the Contractor.

4.1.1. The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

4.1.2 UN WOMEN reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UN WOMEN's property in its custody as set forth in paragraph 4.1 above.

4.2 Anti-terrorism:

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNWOMEN funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNWOMEN 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 must be included in all sub-contracts or sub-agreements entered into under this Contract.

4.3 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 for the full amount of the advance payment issued by a Bank and in a form acceptable to UN WOMEN.⁵

4.4 The amounts of the payments referred to under section 3.6 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.⁶

4.5 Owing to of the General Conditions in Annex I shall be amended to read/be deleted.⁷

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

[ENTER ADDRESS]

5.2 Invoices submitted by fax shall not be accepted by UN WOMEN.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UN WOMEN. UN WOMEN shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UN WOMEN to the following Bank account of the Contractor:

Union Bank of India, Dhenkanal Branch, Meena Bazar, Dhenkanal **[NAME OF THE BANK]**

540503010016665 **[ACCOUNT NUMBER]**

At-= Meena Bazar, Po/Dist- Dhenkanal, PIN-759001, Odisha **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits. 6 months

- 7.1 The Contract shall enter into force upon its signature by both parties.
- 7.2 The Contractor shall commence the performance of the Services not later than _01/01/2018 **[INSERT DATE]** and shall complete the Services within 31/03/2018 **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.
- 7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and **[NAME AND TITLE]** UN WOMEN.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UN WOMEN and the Contractor are as follows:

For the UN WOMEN:

[INSERT CONTRACT REFERENCE & NUMBER, AND FULL CONTACT INFORMATION]

(Sheshadeb Rout)

Secretary, NEW INDIA

For the Contractor:

NEW INDIA, At/Po- Santhapur, Dist- Dhenkanal, Odisha

[INSERT NAME AND FULL CONTACT INFORMATION]

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

(Sheshadeb Rout)
Secretary, NEW INDIA
[INSERT NAME AND TITLE OF DELEGATED STAFF]

For [INSERT NAME OF THE COMPANY/ORGANIZATION]

Agreed and Accepted:

Signature _____

Name: Sheshadeb Rout

Title: Secretary, NEW INDIA

Date: 11/12/2017

Annex IX

General Conditions of Contract

UN-WOMEN 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 Rooftop for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such Rooftop 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 exploitative 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.

I the undersigned for and on behalf of the organisation NEW INDIA, At/Po- Santhapur, Dist- Dhenkanal, Odisha accepted the above terms and conditions and put my signature below.

(Sheshadeb Rout)
Secretary, NEW INDIA

Annex X

Submission Checklist

For email submissions:

- Technical Proposal PDF sent to E-mail address specified in Invitation Letter, includes:
 - [Technical Proposal](#) _____
 - [Proposal submission form](#) _____
 - Performance Security Form (if required) _____
- [Financial Proposal](#) PDF sent to E-mail address specified in Invitation Letter _____

[Model Form of contract has been read and understood](#) _____

[General Conditions of Contract have been read, understood and accepted](#) _____

(Sheshadeb Rout)

Secretary, NEW INDIA

CHECK LIST OF DOCUMENTS SUBMITTED FOR UN WOMEN 2017-18

S. No.	Information to be given/documents attached	Source(s) of Reference
1.	Registration Number as a Society (NEW INDIA)	See Annex-A
2.	Copy of memorandum and Bye law NEW INDIA	See Annex-B
3.	Permanent Account Number(PAN) and TAN	See Annex-C
4.	Project proposal for UN WOMEN	Enclosed see Annex-D
5.	Audited statement of accounts and utilization certificate in respect of grants received from Ministry of Culture has been furnished (2014-15, 2015-16 and 2016-17)	See Annex-E
6.	Last 3 years receipt and payment account and balance sheet certified by auditor has been furnished (2014-15, 2015-16 and 2016-17)	See Annex-F
7.	Unique ID issued by NGO Partnership system has been indicated	See Annex-G
8	Declaration to the effect that the organisation is not coming under Black listed category and the governing body members are not related to each other	See Annex-H

Sheshadeb Rout
Secretary, NEW INDIA

**Declaration to the effect that the organisation is not black listed and
coming under Funding assistance Suspended category**

I, Mr. Sheshadeb Rout, Secretary for and on behalf of NGO- NEW INDIA, having its Registered office
At/po- Santhapur, Dist- Dhenkanal Odisha do hereby declare and affirm as follows

I hereby certify that, our organisation is not black listed or coming under FAS Funding assistance suspended category. I have read the rules and regulation of the Scheme/Project and the above information furnished is true to the best of my knowledge and belief.

Also, certified and declared that the Members of the Organisation are not related to each other and they are not involved in objectionable activities.

I undertake to abide by the decision of the Government;

I also declare all information /facts /figures provided by me are true.

(Sheshadeb Rout)

Secretary, NEW INDIA

Place: Dhenkanal

Signature

Date: 11/12/2017

Declaration to the effect that Model Form of contract
has been read and understood

*I, Mr. Sheshadeb Rout, Secretary for and on behalf of NGO- NEW INDIA, having its
Registered office At/po- Santhapur, Dist- Dhenkanal Odisha do hereby declare and affirm as
follows*

*That, I have been read and understood the Model form of contract and put my signature and
seal as under.*

Sheshadeb Rout
Secretary, NEW INDIA

Declaration to the effect that General Conditions of Contract have been read, understood and accepted

I, Mr. Sheshadeb Rout, Secretary for and on behalf of NGO- NEW INDIA, having its Registered office At/po- Santhapur, Dist- Dhenkanal Odisha do hereby declare and affirm as follows

That, I have been read, understood and accepted the General conditions of the contract and put my signature and seal as under.

Sheshadeb Rout
Secretary, NEW INDIA

FINANCIAL REQUIREMENTS

Description	Quantity	Number of Unit	Unit Cost (INR)	Total Cost (INR)
Team Leader	1 person	month	Rs.20000/-per month x 6 months	1,20,000/-
Team Member	2 persons	month	Rs.15,000/- per month x2 nos x 6 months	1,80,000/-
Expenditure on food and logistic @.Rs.300/-each per day x30 participants x3 days	50 batches	6 months	9,000/- per unit	4,50,000/-
Training hall rent including water and electricity charge @.Rs.5000/- per batch x 50 batches	50 batches	6 months		2,50,000/-
Guest/ Expert lectures covering special subjects on UN WOMEN (3 guest lecture per batch) @.Rs.1,000/- per session x 3 session x 50 batches	50 batches	6 months	3000/- per unit	1,50,000/-
Field Visits to Jan Shikshyan Sansthan reputed NGOs and Women Help Desk etc.	50 batches	6 months	5,000/- per unit	2,50,000/-
IEC materials	50 batches	6 months	5,000/- per unit	2,50,000/-
Printed materials (Course materials and reading materials) @.Rs.5000/- per batch x 50 batches	50 batches	6 months	10,000/- per unit	5,00,000/-
Soft ware cost	50 batches	6 months		2,50,000/-
TOTAL				24,00,000/-

(Rupees Twenty four Lakhs) only

Sheshadeb Rout
Secretary, NEW INDIA