

# Request for Proposal

Reference No.: *UNWHQRFP57*

Evaluation of UN WOMEN SIDA STRATEGIC PARTNERSHIP FRAMEWORK 2011-2016

9 March 2016

Dear Sir/Madam,

**Subject: Request for Proposal (RFP) for Evaluation of UN WOMEN SIDA STRATEGIC PARTNERSHIP FRAMEWORK 2011-2016**

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

## PROPOSAL INSTRUCTION SHEET (PIS)

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

<http://www.unwomen.org/~media/commoncontent/procurement/rfp-instructions-en.pdf>

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
4.2	<b>Deadline for Submission of Proposals</b>	Date and Time : March 31 <sup>st</sup> 2016 12:00 PM (EDT)  City and Country: New York, USA  This is an absolute deadline. Any proposal received after this date and time will be disqualified.
4.1	<b>Manner of Submission</b>	<input checked="" type="checkbox"/> Electronic submission of Proposal
4.1	<b>Address for Proposal Submission</b>	<input checked="" type="checkbox"/> Electronic submission of Proposal:  <b>Technical Proposal:</b> <u><a href="mailto:Technical.Bid@unwomen.org">Technical.Bid@unwomen.org</a></u> <b>Financial Proposal:</b> <u><a href="mailto:Financial.Bid@unwomen.org">Financial.Bid@unwomen.org</a></u>  Proposals should be submitted to the designated address by the date and time of the deadline given.
3.1	<b>Language of the Proposal:</b>	<input checked="" type="checkbox"/> English
3.4.2	<b>Proposal Currencies</b>	Preferred Currency: <input checked="" type="checkbox"/> USD
3.5	<b>Proposal Validity Period</b> commencing after the deadline for submission of proposals (see 4.2 above)	90 days
2.4	<b>Clarifications of solicitation documents</b>	Requests for clarification shall be submitted <input type="text" value="10"/> days before the deadline for submission of proposal.

	<b>Contact address for requesting clarifications on the solicitation documents</b>	<p>Requests for clarification should be addressed to the e-mail address: <u><a href="mailto:procurement@unwomen.org">procurement@unwomen.org</a></u></p> <p>Clarification emails should include a subject header in the following format:</p> <p>"UNW RFP Reference # UNWHQRF57, Request for Clarification, Company/Contractor Name"</p> <p>Proposers must not communicate with any other personnel of UN Women regarding this RFP.</p> <p><b><u>The e-mail address above is for clarifications ONLY.</u></b></p> <p><b><u>IMPORTANT: Do not send or copy the e-mail address above while submitting a proposal. Doing so will disqualify your proposal.</u></b></p>
2.5	<b>Pre-Proposal/Bid Meeting</b>	<input checked="" type="checkbox"/> Not applicable
3.9	<b>Proposal Security</b>	<input checked="" type="checkbox"/> Not Required  <p>Proposal Security is not foreseen to be required by UN Women at this stage; however UN Women reserve the rights to request a Performance Security from the successful bidder at any stage.</p>
7.4	<b>Performance Security</b>	<input checked="" type="checkbox"/> Not Required  <p>Performance Security is not foreseen to be required by UN Women at this stage; however UN Women reserve the rights to request a Performance Security from the successful proposer at any stage.</p>
3.2	<b>Waiver &amp; Release of Indemnity (If there is a site visit/inspection)</b>	<input checked="" type="checkbox"/> Not Required  <p>No site inspections/visits are necessary and therefore a waiver/release of indemnity is not required.</p>

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

Yours sincerely,

*Akhtar Zazai (Mr)*

*Chief of Procurement,*

*UN Women*

## TERMS OF REFERENCE (TOR)

### Evaluation of UN WOMEN SIDA STRATEGIC PARTNERSHIP FRAMEWORK 2011-2016

#### Background

The Strategic Partnership Framework (SPF) establishes the principal agreements that govern mutual cooperation between UN Women and the Swedish International Development Cooperation Agency (SIDA). It outlines the financial and partnership commitments that SIDA will contribute to UN Women towards the implementation of the Strategic Plan (SP) 2011 -2013 and beyond to 2016 including partnerships, performance and reporting agreements that UN Women will implement.

The fundamental objective of the SPF is to strengthen the strategic role and UN Women capacities to exercise its mandate on normative, coordination and programme on women's leadership, political empowerment, peace and security including policy and strategic capacities at the field level for stronger action and implementation.

The SPF focuses on two thematic areas of the UN Women SP 2011-2013, i.e., *Goal 1: to increase women's leadership and participation; and Goal 4: to increase women's leadership in peace, security and humanitarian response*. **This will enable UN Women to strengthen delivery of results at country, regional and global levels and to build its internal capacity on women, peace & security and women's political participation, particularly in countries where UN Women presence is lacking or limited, and that of the UN System as a whole and member states.** Under Goal 1, the SPF supports countries to strengthen women's engagement in public decision-making, with expertise on gender-sensitive constitutional reform, gender-responsive electoral reforms, including temporary special measures. Under Goal 4, the SPF supports targeted technical assistance through the deployment of gender advisors on women, peace and security to conflict and disaster affected countries currently lacking or having limited UN Women presence; and tailored short-term technical capacity (surge capacity) in fragile states and protracted conflict affected settings.

In November 2013, the SPF log-frame was aligned with the UN Women SP 2014-2017 that was approved by the Executive Board in September 2013. While keeping the focus on Impacts (formerly Goals) 1 and 4, a key change was introduced with the inclusion of a distinct outcome on humanitarian action under **Impact 4: Gender equality commitments adopted and implemented in humanitarian action which includes disaster risk reduction and preparedness, response and early recovery**. This is fundamental recognition of the imperative of strengthening integration of gender equality and women's empowerment priorities in humanitarian action. Unless UN Women capacities are strengthened to fulfill its mandate in crisis affected countries and fragile settings, then the whole peace and security, and SDG agenda are compromised. These are the contexts where UN Women along with humanitarian and development partners must work together towards establishing a roadmap to recovery and in achieving meaningful and sustainable peace and security.

In 2014, with the infusion of additional funds to the SPF and the opportunity to build on results achieved so far, UN Women and SIDA agreed to the extension of the SPF until 31 December 2016.

The governance of the SPF is articulated around the participation of Sweden in the meetings of the Executive Board of UN Women and Annual Review Meetings, together with thematic sessions and the countries relevant for this SPF. SIDA and UN Women maintain annual, bilateral consultations in Stockholm or New York with the aim of exchanging views on the policies and activities of UN Women, especially those funded by the SIDA.

### **Purpose of Evaluation**

Under the SPF and in order to enhance mutual accountability, SIDA and UN Women have jointly agreed on a monitoring and evaluation framework in line with the UN Women's Evaluation Strategy with the aim of enabling both organizations to assess progress on the provisions of the SPF, to identify gaps or mid-course corrections as needed, and to ensure that the lessons learned from this SPF can feed into future agreements of this type.

It is in this context that UN Women wants to conduct an evaluation of the SPF in order to capture and validate results achieved so far, recognise lessons learned and identify areas that require further support and/or strengthening.

### **Evaluation Scope and Objectives**

The objectives of the evaluation are to:

1. Assess and validate the achievements of the SPF, identifying the strategic, policy, programme and institutional factors that have led to the realization of these achievements (or impediment of results).
2. Validate the relevance, efficiency, effectiveness, and sustainability of the programme in achieving the development outcomes of the UN Women SP.
3. Provide recommendations for the future of the SPF in relation to its role in supporting UN Women's strategic role and mandate and inform the expansion and extension of the existing and/ or development of future agreements of this type with other donors.
4. Examine the extent to which funding under the SPF has facilitated establishment of new or stronger partnerships, leveraged greater outcomes that go beyond UN Women's strategic plan and assess the value and relevance of these.
5. Assess knowledge generated (inducing knowledge products), in order to reflect key areas of work from a policy perspective.

**Timeframe:** The timeframe of the evaluation will cover period January 2012 to March 2016

### **Evaluation Questions**

**Evaluation Criteria:** The evaluation will address the five evaluation criteria of: relevance, effectiveness, efficiency, sustainability, and impact. The evaluation will also assess and make informed statements about the potential for sustainability and immediate impact of the programme.

#### **A. Relevance**

- Have activities and expected results of the programme been consistent with the overall goal and the attainment of objectives as well as intended impacts?
- Were selected programmatic approaches and strategies appropriate to address the identified needs of stakeholders and beneficiaries?
- How, and in what way, did the programme build synergies with other similar UN system or donor interventions?

- Is the programme design the most appropriate way to reach intended outcomes, are there more efficient ways to achieve similar results

## **B. Effectiveness**

- Were stated SPF programme results achieved?
- What progress toward the results has been made?
- Is the implementation arrangement for the programme effective to eachied planned objectives, if not, how can it be improved?
- What factors have contributed to achieving or not achieving intended results?
- Have the SPF partnerships been appropriate and effective?
- What factors contributed to the SPF effectiveness or ineffectiveness?
- How did the deployment of Gender Advisors to countries with no UN Women presence contribute to the achievement of expected results and specific objectives?

## **C. Efficiency**

- Have resources (financial, human, technical support, etc.) been allocated strategically to achieve programme outcomes?
- Have programme resources been sufficient to deliver results and contribute to programme outcomes?
- Were the actions to achieve the results efficient?
- To what extent have programme management arrangements facilitated (or hindered) effective implementation and efficient achievement and delivery of results?

## **D. Sustainability**

- Are the results sustainable?
- How has the programme set in place mechanisms to ensure sustainability of its results?
- What factors supported or hampered sustainability?
- How can the SPF be improved in its next phase?

## **E. Impact**

- Does the program achieve the intended goals and objectives? What are the gaps?
- Should the program be continued?
- Are there any unintended effects of the program, either positive or negative?
- How effective is the program in comparison with alternative interventions?

## **F. Lessons learnt**

- What are best practices emerging from the programme?
- How many potential practices or tools used during the programme that could be replicated elsewhere?
- What areas can be improved in regards to programem design, planning and implementation?
- What are the main challenges that affected the programmes ability to achieve desired results?



Evaluation questions must be agreed upon between UN Women and SIDA and accepted or refined in consultation with the evaluator. Evaluation questions are to be included in an inception brief prior to start of evaluation mission.

## Methodology

The evaluator is expected to use all relevant methods to obtain data and information for their analysis and drawing up of findings, conclusions, lessons learned and recommendations. The evaluation will be based on gender equality, women's empowerment and human rights principles as defined in the UN Women's evaluation policy and adhere to the United Nations norms and standards for evaluation in the UN system.

Suggested methodology for the evaluation includes:

1. **Documentation review and identification of stakeholders:** Begin with the description of the programme and its intended results. Review documents such as the programme documents, Annual Programme Report as well as other SPF related reports and agreements.
2. **Field visits to relevant project sites and regional offices.** A list of the suggested field visits should be included in the inception brief. The visits will be coordinated by UN Women.
3. **Interviews** with UN Women Advisors, Regional Directors, Representatives, managers, staff, and external partners.
4. **Focus Groups/questionnaires** with UN Women staff and beneficiaries.
5. **Probing the project outcome/output indicators**, going beyond these to explore other possible indicators, and determining whether the indicators have been continuously tracked.

The evaluator should develop suitable tools for data collection and analysis. The methodology and tools that will be used by the evaluator should be presented in the inception brief and the final report in detail. The methodology must be agreed upon between UN Women (Core Reference Group), SIDA and the evaluator prior to the start of the evaluation.

## Evaluation Process;

### Inception Phase:

- Conduct an initial desk review of available documents.
- Conduct brief interviews (via Skype or phone) with key stakeholders to refine the Evaluation scope and methodology.
- Draft an Inception Report to be reviewed by the Core Reference Group.
- Refine the Evaluation methodology/question matrix based on feedback and integrate proposed changes (as appropriate) into the final inception report.

### Data Collection Phase

- A more in-depth review of specific documents.
- Review existing baseline data to determine the available data with which to measure progress.
- Conduct a quantitative survey, as feasible and in consultation with the Core Reference Group.

- Conduct select field visits – minimum 5 days mission - to interview key stakeholders and review national documents (as available). Proposed field visits: Uganda, The Democratic Republic of Congo, Somalia, Sierra Leone, Myanmar, Jordan;
- Conduct follow-up, in-depth interviews with global, and national UN Women staff, partner organizations, and others as necessary.

### Analysis and Report Writing Phase

- Review and analysis of all available data.
- Prepare first draft of the synthesis Evaluation report.
- Receive feedback from Core Reference Group on draft report and revise (as appropriate).
- Submit final report and share main findings/recommendations through a final Evaluation meeting with the Core Reference Group and Broad Reference Group.

## PROPOSED FORMAT OF FINAL EVALUATION REPORT

### Final evaluation report:

- Executive Summary (maximum five pages)
- Programme description
- Evaluation purpose
- Evaluation methodology
- Findings
- Conclusions
- Lessons learned
- Recommendations
- Annexes, (including interview list, without identifying names in the interests of confidentiality/anonymity; data collection instruments; key documents consulted; case studies with country examples, Terms of Reference.)

### Governance and accountability arrangements

The evaluation will be managed by the UN Women HQ Programme Manager and the entire process will be conducted in accordance with UN Women Evaluation guidelines and UN Evaluation Group (UNEG) norms<sup>1</sup>, standards and ethical guidance. Management of the evaluation will also be guided by two consultative bodies: the **Core Reference Group** and the **Broad Reference Group**. The HQ-based Programme Manager will serve as **Task Manager**, managing the overall and day-to-day aspects of the evaluation and ensuring participatory consultations with SIDA, UN Women's HQ sections involved in the programme management and implementation as well as regional and country offices as required. The Task Manager will coordinate the selection and recruitment of the evaluation team, manage contractual agreements, budget and personnel involved in the evaluation. The Task Manager will provide essential documents and data to the evaluation team, facilitate communication and timely feedback between the evaluation team and key evaluation stakeholders; and ensure the timely submission of expected deliverables. At the end of the evaluation, the Task Manager will also draft management response in consultation with the Reference Group and support dissemination of the evaluation report, findings and recommendations.

The **Core Reference Group** comprising of the Advisors managing programme components will provide direct oversight, safeguard independence, and give technical input over the course of the evaluation. It will

<sup>1</sup> <http://www.unevaluation.org/ethicalguidelines>.

provide guidance on evaluation team selection and key deliverables (Inception Report, Draft Evaluation Report) submitted by the evaluation team. It will also support the dissemination of the findings and recommendations.

The **Broad Reference Group** comprising of the Director, Policy and Director, Programmes will be informed throughout the evaluation process and will be asked to participate at strategic points during the evaluation, including briefings by the evaluation team of findings and recommendations.

### **Deliverables**

The final evaluation will be carried out from **mid April to mid July 2016**. All deliverables will be in English and submitted to the Evaluation Task Manager.

- An **inception report** which includes detailed evaluation methodology, data collection tools and analysis methods, and work plan (with corresponding timeline). The Inception Report will also identify list of information sources, including key stakeholders. The Evaluation Team will ensure that the evaluation process is ethical and that participants in the evaluation will be protected in adherence to UNEG norms and standards and UNEG Ethical Guidelines<sup>2</sup>).
- **Power point presentation(s)**. Presentations will outline preliminary findings, lessons learned, good practices and recommendations to key stakeholders.
- **Draft Evaluation Report**; UN Women Task Manager and Core Reference Group should review the draft evaluation report to ensure that the evaluation meets the required UN Women quality criteria.
- **Power point Presentation** including main findings, lessons learned, good practices and recommendations to key stakeholders and proposed dissemination strategy.
- **Final Evaluation Report.**
- **Brief Executive Summary.**

### **Evaluation Team Composition, Qualifications and Skills**

The final evaluation will be conducted by an independent evaluation team of at least three experts. The Team Leader and Team members should have the requisite and complementary skills set (individually and jointly) to undertake a complex, multi-country programme evaluation. Consideration should be given to partnering/collaborating with in-country consultants.

**The Evaluation Team Leader** will demonstrate experience and expertise in leading and managing large programme evaluations. S/he will be responsible for coordinating the evaluation as a whole; including internal evaluation team coordination and logistics, preparation of the work plan, dissemination of all methodological tools, delivery of the expected evaluation outputs and all presentations. Specifically, the **Evaluation Team Leader** is expected to bring the following expertise:

- At least a master's degree, PhD preferred, in social sciences, preferably in gender, evaluation or social research;
- A minimum of 10 years of experience in complex, outcome level evaluations, and at least five in evaluation of large, multi-country programmes.
- A strong record in designing and leading complex evaluations.
- Experience working with multi-stakeholders essential: governments, civil society organizations (CSOs), and the United Nations/ multilateral/bilateral institutions.

<sup>2</sup> <http://www.unevaluation.org/ethicalguidelines>

- Experience in participatory approach is an asset. Facilitation skills and ability to manage diversity of views in different cultural contexts.
- Strong knowledge of one or all thematic areas covered by the programme is desirable.
- Strong knowledge and regional experience is preferred, especially in any of the countries covered by the programme.
- Strong ability to translate complex data into effective-written reports demonstrating high level analytical ability and communication skills.
- Detailed knowledge of the role of the UN and its programming, particularly that of UN Women, is desirable.
- Proficiency in English required;

**The Team Leader is required to submit two examples of evaluation reports recently completed where s/he contributed significantly as the lead writer.**

**The Evaluation Team Member(s) should demonstrate skills in the following areas:**

- A master's degree related to any of the social sciences, preferably in gender, evaluation or social research;
- Extensive knowledge and experience in the application of quantitative and qualitative evaluation methods;
- A minimum of 5-7 years of experience in conducting evaluations.
- High level of data analysis skills
- Strong analytical and writing skills.
- In-country or regional experience preferred
- Knowledge of thematic areas covered by the programme is desirable
- Ability to work within a team.
- Proficiency in English required.
- Experience with the UN is an asset.

**The evaluation team should have gender balance and geographic representation. The language skill composition should reflect the official languages of the countries to be evaluated: English; knowledge of French and Spanish will be considered as an advantage.**

## **UNITED NATIONS EVALUATION GROUP CODE OF CONDUCT**

The evaluation will be carried out following UNEG Ethical Guidelines for Evaluation in the UN System and UNEG Code of Conduct for Evaluators as well as the UN Women Evaluation Policy, which stipulates that evaluations in UN Women will be independent and abide to the following evaluation standards: Participation and inclusiveness, Utilization-Focused and intentionality, Transparency, Independence and Impartiality, Quality and Credibility as well as Ethical Standards.

For UNEG Ethical Guidelines for Evaluation in the UN System, please refer to:

<http://www.uneval.org/search/index.jsp?q=ethical+guidelines>

For UNEG Code of Conduct for Evaluators, please refer to:

<http://www.unevaluation.org/uneqcodeofconduct>

## EVALUATION METHODOLOGY AND CRITERIA

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### 1. Preliminary Evaluation

The preliminary evaluation is done to determine whether the offers meet the administrative requirements of the RFP. The proposals are checked for compliance of the following requirements:

- Offers are complete and signed by an authorized party
- Power of Attorney for signatory to Proposal Form is included and built in RFP
- Joint Venture document is included
- The offer is valid for 90 days
- At least three (3) references have been submitted for past contracts
- The offer is eligible (received prior to deadline and in according to RFP requirements with technical and financial proposals sealed separately; submitting companies are not included among United Nations suspended companies)

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

A two-stage procedure will be utilized in evaluating the proposals; the technical proposal will be evaluated with a minimum pass requirement of [70%] of the obtainable [100] points assigned for technical proposal. A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of [70%] of the obtainable score of [100] points prior to any price proposal being opened and compared. The financial proposal will be opened only for those entities whose technical proposal achieved the minimum technical threshold of [70%] of the obtainable score of [100] points and are determined to be compliant. Non-compliant proposals will not be eligible for further consideration.

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

Technical proposal: [100 points]

Financial proposal: [30 points]

Total number of points: [130 points]

### Evaluation of financial proposal:

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

A formula is as follows:

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

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

$\mu$  = price of the lowest priced proposal

z = price of the proposal being evaluated

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

### Evaluation of technical proposal:

The technical proposal is evaluated and examined to determine its responsiveness and compliancy with the requirements specified in this solicitation documents. The quality of each technical proposal will be evaluated in accordance with the following technical evaluation criteria and the associated weighting (total possible value of [70] points):

1.0 Expertise and Capability of Proposer		Points obtainable
Expertise of organization submitting proposal		
1.1	Organizational Architecture and General organizational capability which is likely to affect performance (i.e size, of the organisation, strength of management support)	4
1.2	Adverse judgments or awards: <ul style="list-style-type: none"> <li>The proposer is in sound financial condition based on the financial documentation and information furnished in their proposal which should not show any financial concerns, such as negative net worth, bankruptcy proceedings, insolvency, receivership, major litigation, liens, judgments or bad credit or payment history.</li> <li>The proposer has not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future.</li> </ul>	4
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect delivery, but properly done it offers a chance to access specialized skills.)	3
1.4	Quality assurance procedures, warranty	3
1.5	Relevance of: <ul style="list-style-type: none"> <li>- Specialized Knowledge</li> <li>- Experience on Similar Programme / Projects</li> <li>- Work for other UN agencies/ major multilateral/ or bilateral programmes</li> </ul>	6
		20

<b>2.0 Proposed Work Plan and Approach</b>		<b>Points obtainable</b>
Proposed methodology		
2.1	Evaluation Approach, Methodology- including Proposer's understanding of UN Women's work, adherence to procurement principles and TOR. The proposal presents a specific approach and a range of methods for gathering and analyzing qualitative and quantitative data that are feasible and applicable in the timeframe and context of the evaluation, and incorporates human rights and gender equality perspectives.  <u>Evaluation Matrix</u> : The matrix clearly addresses the TOR, relating evaluation Questions with evaluation Criteria, with Indicators and with Means of Verification.	20
2.2	Management Services – Timeline, inputs and deliverables.	20
2.3	Motivation and ethics: The evaluators reflect clear professional commitment with the subject of the assignment and follow UNEG ethical code of conduct.	10
		50
<b>3.0 Resource Plan, Key Personnel</b>		<b>Points obtainable</b>
Qualification and competencies of proposed personnel		
3.1	Composition of the team leader's and all team's experiences and qualifications meet the criteria indicated in the TOR. (for details refer to the Annex B of the TOR).  The team's gender balance and cross-culturally diversity.  Curriculum vitae of the proposed team that will be involved either full or part time.	
		30
	<b>[70%] of [100] pts = [70] pts needed to pass technical</b>	100

**A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of [70%] of the obtainable score of [100] points for the technical proposal.**

## ANNEX 4

### FORMAT OF TECHNICAL PROPOSAL

**Technical Proposals not submitted in this format may be rejected.**

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

**The Submission of the Technical Proposal should be in line with the requirements mentioned in the Terms of Reference (TOR) Annex 2**

Proposer is requested to include a one page value statement indicating why they are most suitable to carry out the assignment.

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

#### Section 1.0: Expertise and Capability of Proposer

##### 1.1-2 Organizational Architecture and General Organizational Capability

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



### 1.3 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.

### 1.4 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.

### 1.5 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 regions.
- 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 in relation to the undertaken to goods/services/works	Reference Contact Details (Name, Phone, Email)
1-					
2-					
3-					

## **Section 2.0: Proposed Work Plan and Approach**

### 2.1 Evaluation 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 evaluation services.
- 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 /services will be implemented in regard to the TOR

2.3 Motivation and ethics: The evaluators reflect clear professional commitment with the subject of the assignment and follow UNEG ethical code of conduct.

### Section 3.0: Resource Plan, Key Personnel

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

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

#### 3.2 Profile on Gender Equality

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

#### 3.3 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 (minimum 3)	(Name/Title/Organization/Contact Information – Phone; Email)	

## ANNEX 5

### FORMAT OF FINANCIAL PROPOSAL

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

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

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

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

1. A summary of the price in words and figures

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

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

All prices/rates quoted must be exclusive of all taxes, since the United Nations, including its subsidiary organs, is exempt from taxes.

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

### Cost Breakdown by Resources

The proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UN Women shall use the cost breakdown in order to assess value for money as well as the calculation of price in the event that both parties agreed to add new deliverables to the scope of services.

Description	Quantity	Number of Unit	Unit Cost (USD)	Total Cost (USD)
Team Leader	1 person	Day/week/month		
Team Member	XX person	Day/week/month		
Operational cost (proposed field visits: The Democratic Republic of the Congo, Uganda, Somalia, Sierra Leone, Myanmar, Jordan)  Please detail the following:  1. Estimated return tickets for travel (if any) 2. Accommodation and other expenses away from home (if any) 3. Local transportation 4. Any relevant overhead costs (report preparation, communication, stationary, etc.)	1 lump sum 1 lump sum  1 lump sum 1 lump sum			
Other (please detail)	1 lump sum			
TOTAL				

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

### Signature of Financial Proposal

The Financial Proposal should be authorized and signed as follows:

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

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
Signature/Stamp of Entity/Date

Name of representative: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

## ANNEX 6

### PROPOSAL SUBMISSION FORM

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

To: UN Women,  
220 East 42nd Street  
New York, NY 10017, USA

Date: *[insert date of Proposal Submission]*

We, the undersigned, declare that:

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

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

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

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

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

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

## VOLUNTARY AGREEMENT

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

Between

**(Name of the Contractor)**

And

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

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

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

On behalf of the contractor:

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

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

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

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



## ANNEX 8

### PROPOSED MODEL FORM OF CONTRACT

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This Contract dated [date] is made

BETWEEN

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

and

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

### WITNESSTH

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

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

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

## **Article 1**

### **Contract Documents**

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

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

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

1.2 The Contract Documents are complementary of one another but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply:

1.2.1 First, this document;

1.2.2 Second, Annex A;

1.2.3 Third, Annex B;

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

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

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

## **Article 2**

### **Effective Date and Term**

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

2.2 This Contract shall remain in effect for a period of four months from the Effective Date, unless earlier terminated in accordance with the terms of this Contract.

### Article 3 Representations and Warranties

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

### Article 4 Obligations of the Contractor

- 4.1 The Contractor shall perform the services described in the TOR (the “Services”), in accordance with the terms and conditions of this Contract.
- 4.2 The Contractor shall submit to UN Women the deliverables specified hereunder according to the following schedule:

#### ***DELIVERABLES***

#### ***DELIVERY DATES***

<i>Inception report</i>	<i>two weeks after the signature of the contract</i>
<i>First draft Evaluation report</i>	<i>eight weeks after the signature</i>
<i>Final Evaluation report</i>	<i>twelve weeks after the signature</i>

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

4.4 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by [*mail, courier and/or fax*] to the address specified in Article 10 (Notices) below.

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.

6 Except as expressly provided in this Contract, the Contractor shall be responsible at 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.

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 10 (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 <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>. 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 9A (Insurance) below, the Contractor shall ensure that all of its Personnel used to perform the Services in connection with this Contract are (i) medically fit to perform such Services, and (ii) adequately covered by insurance for any service-related illness, injury, death or disability. The Contractor shall submit proof of such medical fitness and such insurance satisfactory to the UN before commencing any Services under this Contract.”

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

## 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 acceptance of the Inception Report by CRG	TBD	25/April/2016 (TBC)
Upon acceptance of the first draft Evaluation Report by CRG	TBD	6/June/2016 (TBC)
Upon acceptance of the final draft Evaluation Report by CRG	TBD	5/July/2016 (TBC)

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**

##### **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 20% 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 9B**

##### **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 9C**

### **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 9D**

### **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: \_\_\_\_\_

## **ANNEX 9**

### **GENERAL CONDITIONS OF CONTRACT**

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The General Conditions of Contracts can be accessed by the proposer by clicking or copying-and-pasting the below link.

- <http://www.unwomen.org/~media/CommonContent/Procurement/UNwomen-GeneralConditionsOfContract-Services-en.pdf>





## ANNEX 10

### JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

(to be completed and returned with your technical proposal)

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

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

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

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

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

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

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

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

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

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

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

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

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

## ANNEX 11

### SUBMISSION CHECKLIST

For submissions by courier mail/hand delivery:

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

For email submissions:

<b>Technical Proposal PDF sent to the technical e-mail address specified in the Invitation Letter includes:</b>	
• Technical Proposal	
• Proposal Submission form	
• Joint Venture Form (if a joint venture)	
• Voluntary Agreement to Promote GE & WE (Voluntary)	
• Proposal Security Form (if required)	
• Performance Security Form (if required)	
<b>Financial Proposal PDF sent to the financial e-mail address specified in the Invitation Letter includes:</b>	
• Financial Proposal	
• Financial Excel Spreadsheet (if required)	

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

