# **Request for Proposal**

# Reference No.: UNWHQRFP105

Evaluation of UN Women's Fund for Gender Equality



Dear Sir/Madam,

**Subject**: Request for Proposal (RFP) for *evaluation of UN Women's Fund for Gender Equality* 

- 1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) plans to procure *evaluation of UN Women's Fund for Gender Equality* 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: <u>http://www.unwomen.org/~/media/commoncontent/procurement/rfp-instructions-en.pdf</u>
  - 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)
  - I. Security Instruments (Annex 11)
  - m. Submission Checklist (Annex 12)
- 3. The Proposal Instruction Sheet (PIS) -below- provides the requisite information (with cross reference numbers) which is further detailed in the <u>Instructions to Proposers (Annex-I –see above link)</u>.

# **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	Deadline for Submission of	Date and Time: Tuesday 07 February 2017 12:01 PM (EDT)
	Proposals	[for local time reference, see wwp.greenwichmeantime.com]
		City and Country: New York City, USA
		This is an absolute deadline. Any proposal received after this date and time will be disqualified.
4.1	Manner of Submission	⊠ Electronic submission of Proposal
4.1	Address for Proposal Submission	⊠ Electronic submission of Proposal:
		Technical Proposal: <u>Technical.Bid@unwomen.org</u> Financial Proposal: <u>Financial.Bid@unwomen.org</u>
		Proposals should be submitted to the designated address by the date and time of the deadline given.
		IMPORTANT: Do not copy ANY OTHER e-mail address while
		submitting either technical or financial proposal. Doing so will disqualify your proposal.
3.1	Language of the Proposal:	🖾 English
3.4.2	Proposal Currencies	Preferred Currency:
3.5	<b>Proposal Validity Period</b> commencing after the deadline for submission of proposals (see 4.2 above)	If other, please indicate: 120 days.
2.4	Clarifications of solicitation documents	Requests for clarification shall be submitted 7 days



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		before the deadline for submission of proposal. UN Women shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UN Women to extend the deadline date, unless UN Women deems that such an extension is justified and necessary.
	Contact address for requesting clarifications on the solicitation documents	Requests for clarification should be addressed to the e-mail address: procurement@unwomen.org Clarification emails should include a subject header in the following format: "UNW RFP Reference # UNWHQRFP105, Request for Clarification, Company/Contractor Name"
		Proposers must not communicate with any other personnel of UN Women regarding this RFP.
		The e-mail address above is for clarifications ONLY. IMPORTANT: Do not send or copy the e-mail address above while submitting a proposal. Doing so will disqualify your proposal.
3.9	Proposal Security	Form: See Annex XI ⊠ Not Required Proposal Security is not foreseen to be required by UN Women at this stage; however, UN Women reserve the rights to request a Performance Security from the successful bidder at any stage.
7.4	Performance Security	Form: See Annex XII ☑ Not Required 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.

4. The proposer will be selected based on the Evaluation Methodology and Criteria indicated in Annex 3.



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)**

#### 1. BACKGROUND

UN Women, grounded in the vision of equality enshrined in the Charter of the United Nations, works for the elimination of discrimination against women and girls; the empowerment of women; and the achievement of equality between women and men as partners and beneficiaries of development, human rights, humanitarian action and peace and security. Placing women's rights at the center of all its efforts, the UN Women leads and coordinates the United Nations system-wide efforts to ensure that commitments on gender equality and gender mainstreaming translate into action. It provides strong and coherent leadership and technical advice in support of Member States' priorities and efforts, building effective partnerships with civil society and other relevant actors.

The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) is dedicated to the achievement of gender equality and the empowerment of women. The mandate and functions of UN Women call for the promotion of organizational and UN system accountability on gender equality through evaluation, strengthening evaluation capacities and learning from evaluation, and developing systems to measure the results and impact of UN-Women with its enhanced role at the country, regional and global levels.

UN Women's multi-donor Fund for Gender Equality (FGE) was launched in 2009 to fast-track commitments to gender equality focused on women's economic and political empowerment at local, national and regional levels. The Fund provides multi-year grants ranging from US \$200,000 – US \$1 million directly to women's organizations<sup>1</sup> in developing countries; it is dedicated to advancing the economic and political empowerment of women around the world, specifically those in marginalized and vulnerable positions. The Fund is sustained through generous support from Governments (such as Spain, Germany, Switzerland, and Japan) as well as private sector partners (such as Angélica Fuentes Foundation, Chanel Foundation and Fondation l'Occitane<sup>2</sup>).

The Fund provides grants on a competitive basis directly to civil society organizations to transform legal commitments into tangible actions that have a positive impact on the lives of women and girls around the world. Its mandate seeks to further the Beijing Platform for Action, the UN Convention on the Elimination of All Forms of Discrimination against Women (CEDAW), the Sustainable Development Goals (SDGs) (and previously the Millennium Development Goals - MDGs), Security Council Resolutions 1325 and 1820, and other international normative frameworks.

Across these grants, the Fund advances two major inter-related programme priority areas:

<sup>&</sup>lt;sup>1</sup> In previous cycles, FGE allowed governments to be eligible for grants.

<sup>&</sup>lt;sup>2</sup> With an initial investment of US\$ 65M from the Spanish Government, FGE partners have grown to 23 since 2009, including government (95%), private sector (4%) and UN Women National Committees (1%) donors, for a total contribution of over USD 84 million. For the full list of donors, please visits, www.unwomen.org/fge.

- Programmes focused on women's political empowerment (WPE) aim to increase women's
  political participation and good governance to ensure that decision-making processes are
  participatory, gender responsive, equitable and inclusive, increasing women's leadership
  and influence over decision-making in all spheres of life, and transforming gender equality
  policies into concrete systems for implementation to advance gender justice.
- Grants awarded for women's economic empowerment (WEE) seek to substantially increase women's access to and control over economic decision-making, land, labor, livelihoods and other means of production and social protections, especially for women in situations of marginalization.

Since its launch in 2009, the Fund has delivered USD 64 million in grants to 120 grantee programmes in 80 countries, reaching to more than 10 million direct beneficiaries. Most recently, in 2015, the Fund for Gender Equality awarded USD 7.3 million in grants to 24 top-quality programmes to be implemented in 2016-2018 in six regions – East and Southern Africa, West and Central Africa, Americas and the Caribbean, Arab States, Asia and the Pacific, and Europe and Central Asia. The 24 new programmes will reach more than 325,000 direct beneficiaries, of which 45 per cent come from low-income countries and approximately 53 per cent are based in fragile states.

# 2. PURPOSE AND OBJECTIVES OF THE EVALUATION

The Fund was established as a bold investment in women's rights, testing a more focused and betterresourced modality for catalyzing and sustaining gender equality efforts. Its 2014-2017 Programme Document (Prodoc) sets forth its mandate to track, assess, and widely share the lessons learned from this pioneering grant programme and to contribute to global know-how in the field of gender equality.

As such, undertaking strategic evaluations of programmes are a corporate commitment within the Fund's strategy. With regards to its grants, the Fund follows a decentralized evaluation approach, by which grantee organizations are responsible to manage (or co-manage) independent evaluations of their programmes, following the guidance and oversight (and in some cases co-management) by the Fund's Regional Monitoring and Reporting Specialists and UN Women field offices. Grantee organizations are expected to follow the evaluation standards of UN Women/UNEG. In 2015, the Fund undertook a Meta Evaluation and Meta-Analysis of 24 grantee evaluation reports, from which 22 were found satisfactory or above<sup>3</sup>. For more information on this please see [link to GATE].

In addition to grant's programme evaluations, the Fund is also mandated to undergo at least one external decentralized evaluation by 2017, to be conducted by independent evaluators, in line with UN Women's evaluation policy. This would be its first evaluation since its inception.

**Evaluation objectives:** The evaluation will assess the Fund's achievements, working methods, management and overall performance as per its two ProDocs<sup>4</sup> (2009-2013) and (2014-2017):

<sup>&</sup>lt;sup>3</sup> This Meta-Analysis was a systematic review of findings, conclusions, lessons and recommendations from FGE evaluations produced between 2011-2015 that were rated as Satisfactory or above, according to the UN Women Global Evaluation Report Assessment and Analysis System (GERAAS) standards for evaluation reports.

<sup>&</sup>lt;sup>4</sup> Note that the period before the establishment of UN Women will be assessed to cover the cycle of implementation and catalytic programmes (2009-2012)



More specifically, the objectives of the evaluation are:

- i. Assess the **relevance** of the Fund and grantees' **approach and contributions** to promoting gender equality and women's rights and empowerment since its creation in 2009 in alignment with UN Women's Strategic Plan, and under a human rights and gender responsiveness modality.
- ii. Assess the **added value** of the Fund's contribution to UN Women's **mandate and desired results** with regards to: 1) enhancing WPE and WEE, 2) strengthening civil society organizations through a demand-driven approach, and 3) serving as a complementary modality to UN Women's regular programming.
- iii. Assess the Fund's organizational **efficiency** to achieve results, build capacities, generate knowledge and build networks, including the extent to which the size of grants has a particular effect.
- iv. Assess how the Fund's work has **informed and influence** UN Women's decision-making, planning and programming in the areas of women's economic and political empowerment, civil society strengthening/engagement, and other cross-cutting issues (i.e. gender and climate change, women and ICTs, youth, and engaging men and boys).
- v. Document **good practices and lessons learned** to inform and strengthen future UN Women's policy and programming for WPE and WEE and from an institutional perspective on leveraging UN Women trust funds most effectively.
- vi. Provide **actionable recommendations** with respect to the Fund's strategy, approaches and UN Women's overall approach to the Fund.

The targeted audience of the evaluation includes: UN Women, grantees, donors, civil society actors (specifically women-led organizations), development actors, and gender equality advocates. The findings will be used for strategic policy and programmatic decisions, organizational learning and accountability - both internally to UN Women and externally to Fund's donors on how to improve the effectiveness and efficiency of its grant-making mechanism(s) in the context of the implementation of Agenda 2030; and on the other hand, it will allow UN Women's Senior Management to make informed decisions about the Fund's future beyond the current Prodoc's expiration in 2017.

As such, the FGE is seeking an external and independent evaluation firm (here on after named "**evaluation team**" for easy reference) to conduct an evaluation of UN Women's Fund for Gender Equality.

All relevant documentation will be made available to the evaluation team. This will include: the two ProDocs, the Meta Evaluation and Meta-Analysis, the mid-term and final evaluations from 2015 onwards, the annual reports, the main communication and KM products of FGE, relevant corporate and decentralized evaluations conducted by UN Women in the two thematic areas and other documentation that might be identified after initial discussion with the evaluation team.



# 3. SCOPE OF THE EVALUATION

This evaluation should combine a **summative** and a **formative** assessment of the Fund providing an evaluation on achievements as well as a forward-looking assessment and actionable recommendations for improvement and sustainability.

**Timeframe:** The timeframe of the evaluation will cover period 2009-2016 (the life-time of the Fund)

Scope:

- Women's Economic and Political Empowerment
- Strengthening Civil Society working for gender equality
- FGE's grant-making model (3-pillar approach<sup>5</sup>)

The evaluation will address the criteria of relevance, effectiveness, organizational efficiency, gender equality and human rights dimensions, and the potential for sustainability and impact. Key evaluation questions are organized around each evaluation criterion and categorized under the main units of analysis, i.e. *"Grantee Programmes"* or *"The Fund"*. It is expected that the evaluation team will refine the overall analytical framework of the evaluation during the Inception Phase.

*Key evaluation questions and proposed sub-question:* 

#### RELEVANCE

The Fund:

- To what extent has the Fund contributed to the realization of UN Women's strategic priorities at the global and regional levels?
- What has been the added value of the Fund to its target groups, key stakeholders and the policy work of UN Women?
- What has been the Fund's ability to reach in terms of "leaving no one behind" (as per proposed in the Agenda 2030). Is it reaching out to the most marginalized groups of women in a way that regular UN Women programming can't?

#### Grantee Programmes:

- Were grantee programmes aligned with UN Women strategic priorities and the needs and priorities of targeted beneficiaries?
- To what extent does grantee programmes complement and add value to that of UN Women?

#### **EFFECTIVENESS**

#### The Fund:

<sup>&</sup>lt;sup>5</sup> The 3-pillar approach includes (1) direct financing of CSO-led high-impact, innovative programmes through a transparent and competitive selection process, (2) a package of technical, capacity building and networking support services to grantee organizations, and (3) results-based management, reporting and knowledge management to enable capturing of results and knowledge on women's economic and political empowerment across the globe.



- To what extend did the Fund contributed to UN Women's achievement of results in terms of programming on WEE and WPE?
- To what extent has FGE enhanced knowledge and awareness on WEE and WPE?

#### Grantee Programmes:

- Have programme results reached and fairly met the goal of advancing the economic and political empowerment of women around the world, specifically for those in marginalized and vulnerable positions?
- What are enabling and limiting factors that contribute to the achievement of results and what actions need to be taken to overcome any barriers that limit the progress?

#### ORGANIZATIONAL EFFICIENCY

#### <u>The Fund:</u>

- To what extent have programme management arrangements facilitated (or hindered) effective implementation and efficient achievement and delivery of results?
- Have the Fund's resources (financial, human, technical support) been utilized in a strategic and efficient manner to deliver results?
- To what extent did FGE have effective monitoring arrangements in place to measure performance and progress towards results?

#### Grantee Programmes:

- Have grantee programme resources (financial, human, technical support) been utilized in a strategic and efficient manner to deliver results?
- Have grantee programmes resources been sufficient to deliver results (time and size of grants)?

#### POTENTIAL FOR SUSTAINABILITY

#### The Fund:

- What are enabling and limiting factors that have contributed to the sustainability of the Fund? What actions and mechanisms should UN Women consider to overcome shortcomings and ensure sustainability?
- What are the existing synergies of the Fund with other relevant initiatives and projects within UN Women, partners, and other organizations?

#### Grantee Programmes:

- To what extent have grantee programmes generated/built local and/or national ownership and support for advancing the economic and political rights of women?
- To what extent did grantees collaborate/partner and coordinate with other organizations or initiatives to create synergies after the end of external support?

#### **POTENTIAL FOR IMPACT:**

# The Fund:

 How has the FGE contributed to UN Women professionalization expertise on grant-making & Knowledge Management on WEE and WPE?

# Grantee Programmes:

• To what extent did programmes have an impact on WEE/WPE at national level in the short, medium and long run as a result of FGE-supported interventions?

# 4. METHODOLOGY

The evaluation will be a transparent and participatory process involving relevant UN Women stakeholders and partners at the headquarters, regional, and country levels. The evaluation will be based on gender and human rights principles, as defined in the UN Women Evaluation Policy<sup>6</sup> and adhere to the United Nations norms and standards for evaluation in the UN System<sup>7</sup>.

The evaluation methodology will employ **mixed gualitative** and **guantitative methods** and will ensure that the views of beneficiaries are represented in the evaluation. The evaluation will include content review, for example of grantee information and UN Women strategic documents, to identify alignment. An in-depth portfolio review will be undertaken that quantifies key indicators of the grantees, such as context, size of grant, management support, and identifies trends when looking at results reported. Key stakeholders (i.e. grantees, beneficiaries, donors, other UN Women's Offices and Units, etc.) will be engaged via survey and/or interviews or group interviews, which may take place via skype. A case study approach will also be employed in order to illustrate the results of grantees in each of the thematic areas. The case studies will consider innovative ways of engaging key stakeholders of the Fund's work in the documentation of programme results, through at least one case study in each thematic area using participatory video, stories of significant change, collaborative outcome reporting, or other participatory methods that facilitate the voice of stakeholders are included. The evaluation will have built on evaluations conducted by UN Women in the two thematic areas as well as grantee evaluations conducted in 2015 and 2016 that were not part of the Meta-Analysis. The selected approach will be aligned with the final questions matrix (to be completed by the evaluation team in consultation with FGE). Following an initial desk review and brief discussions with the Core Reference Group (CRG), the proposed methodology will be developed by the evaluation team and presented to FGE for approval.

The evaluation will be done remotely (based on deliverables). Travel will be expected as part of the preparation of the two case studies. The consultancy firm will work mainly through desk review of all reports and related documents, interviews, and other relevant methodologies.

UN Women, Evaluation policy of the United Nations Entity for Gender Equality and the Empowerment of Women (UNW/2012/12)

<sup>7</sup> UN Women and UNEG ethical guidelines for evaluation

http://gate.unwomen.org/resources/docs/SiteDocuments/UNWomen%20-%20CodeofConductforEvaluationForm-Consultants.pdf

http://www.unevaluation.org/document/detail/102

# 5. EXPECTED DELIVERABLES AND TIMELINE

The Fund's evaluation will be carried out from end of February 2017 for approx. 8 months (tentative). All deliverables will be in English and submitted to the Evaluation Manager. FGE Chief will provide final clearance of all deliverables. Table below provides an indicative timeframe, including due dates for deliverables and to whom.

- An inception report which includes an evaluation design that builds on the objectives, scope, and evaluation questions, including an evaluation matrix. It will describe the evaluation methodology/methodological approach, data collection tools and data analysis methods. The Inception Report will also identify list of information sources, including key stakeholder analysis. It will include a detailed work plan indicating timing of activities, responsibilities, and use of resources.
- Presentation of preliminary findings
- First Draft Evaluation report, which contains an analysis and presentation highlighting key findings and conclusions, lessons, good practices and recommendations.
- Final Evaluation Report
- **Powerpoint Presentation** summarizing key findings, lessons learned and good practices.

Task/Activities	Deliverables	Notes	Due Date	
1. Inception Phase				
Briefing with Evaluation Team to discuss and jointly review the Terms of Reference (ToR).		Virtual meeting	1 <sup>st</sup> week after the signature of the contract	
Evaluation Team submits draft Inception Report, including evaluation question matrix, proposed methodology, and workplan (with agreed upon deliverables and timeframe). (Including a minimum of two rounds of revision).	Inception Report (draft)	Management Notes: • This report will be used as an initial point of agreement and understanding between the evaluation team and the FGE Evaluation Manager & Reference Groups.	6 <sup>th</sup> week	
Evaluation Team submits Final Inception Report with finalized methodology, questions, and workplan.	Inception Report (final)	<ul> <li>Payment:</li> <li>20% of total amount on approval of deliverable.</li> </ul>	8 <sup>th</sup> week	
2. Research & Data Collection Phase				
In-depth document review as well as interviews with global, regional and national UN Women staff, donors, and grantee organizations (in alignment with			8 <sup>th</sup> week – 17 <sup>st</sup> week	



- 6. Management of the Evaluation: The Team Leader of the consultancy will be in touch directly with the Chief of the Fund for Gender Equality. An Evaluation Manager will be appointed by the Chief. The Evaluation Manager is responsible for managing the day to day aspects of the evaluation process. This includes: leading the development of the TOR; managing the selection and recruitment of the evaluation team; managing the contractual arrangements<sup>8</sup>, budget and personnel involved in the evaluation; providing support and coordination to the reference groups; providing the evaluators with administrative support and required data; connecting the evaluation team with the programme unit, senior management and other relevant stakeholders; reviewing the interim reports and final reports to ensure quality.
- a) Core Reference Group (CRG): A Core Reference Group will be created to provide quality assurance and approve all evaluation products (ToR, inception report, draft and final reports). The role of the CRG will include:
  - Identifying information needs, defining objectives and delimiting the scope of the evaluation (approving the Inception Report).
  - Facilitating the participation of those involved in the evaluation.
  - Facilitating the consultant's access to all information and documentation relevant to the intervention.
  - Monitoring the quality of the process and deliverables that will stem from the exercise (Inception Report, Preliminary findings and Final Report), and providing quality feedback.
  - Supporting development and implementation of Management Response (MR) and Dissemination Strategy (DS) as needed.
  - Ensuring the successful implementation of the MR and DR, including disseminating the results of the evaluation, especially among the organizations and entities within their interest group.

Invited CRG members will include:

- Chief of the Fund for Gender Equality
- Evaluation Manager
- FGE Monitoring and Reporting Specialists
- Focal Point from UN Women Independent Evaluation Office
- Focal Point (s) from Programme Division (ex. PPGU Unit, CSO section)
- Focal Point(s) from Policy Division (WEE and/or WPP Units)
- **b)** Broad Reference Group (BRG): A Broad Reference Group will be created at the start of the evaluation to ensure an efficient, participatory and accountable process and facilitate the participation of stakeholders ensuring quality by providing inputs on evaluation products, including this ToR. The BRG 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. It will also support the dissemination of the findings and recommendations.

<sup>8</sup> 

With the support of FGE Secretariat who will manage payments and contractual/admin issues.

Invited BRG members will include:

UN Women -HQ	Programme Division Director and Deputy Director (UNW)
	Policy Division Director (UNW)
	Head of Civil Society Unit (UNW)
	Head of Independent Evaluation Office (UNW)
UN Women -Field (RO/CO)	6 Regional Directors (UNW ROs)
	• 10 FGE Focal Points from the 6 regions (UNW CO/MCO/RO)
	Eco/Pol empowerment Regional Advisors (UNW ROs)
Donors -Governments	Government of Germany (Donor)
	Government of Switzerland (Donor)
Donors -Private Sector	Angelica Fuentes Foundation
	Chanel Foundation
Civil Society	AWID Representative
	Global Fund for Women Representative
	10 Representatives of Grantees from 6 regions
Beneficiaries	10 Representatives of Beneficiaries from 6 regions

The evaluation of the programme is to be carried out in line with the UN Women's Evaluation Policy<sup>9</sup> and according to ethical principles and standards established by the UNEG<sup>10</sup>

- Anonymity and confidentiality. The evaluation must respect the rights of individuals who provide information, ensuring their anonymity and confidentiality.
- Responsibility. The report must mention any dispute or difference of opinion that may have arisen among the consultants or between the consultant and the heads of the Programme in connection with the findings and/or recommendations. The team must corroborate all assertions, or disagreement with them noted.
- Integrity. The evaluator will be responsible for highlighting issues not specifically mentioned in the TOR, if this is needed to obtain a more complete analysis of the intervention.

<sup>&</sup>lt;sup>9</sup> UN Women's Evaluation Policy: <u>http://www.unwomen.org/publications/evaluation-policy/</u>

<sup>&</sup>lt;sup>10</sup> UNEG Ethical Guidelines for Evaluation in the UN System: <u>http://www.uneval.org/search/index.jsp?q=ethical+guidelines</u> For UNEG Code of Conduct for Evaluators, please refer to: <u>http://www.unevaluation.org/unegcodeofconduct</u>

- Independence. The consultant should ensure his or her independence from the intervention under review, and he or she must not be associated with its management or any element thereof.
- Incidents. If problems arise at any other stage of the evaluation, they must be reported immediately to the manager of the evaluation. If this is not done, the existence of such problems may in no case be used to justify the failure to obtain the results stipulated in these terms of reference.
- Validation of information. The consultant will be responsible for ensuring the accuracy of the information collected while preparing the reports and will be ultimately responsible for the information presented in the evaluation report.
- Intellectual property. In handling information sources, the consultant shall respect the intellectual property rights of the institutions and communities that are under review.
- Delivery of reports. If delivery of the reports is delayed, or in the event that the quality of the reports delivered is clearly lower than what was agreed, the penalties stipulated in these terms of reference will be applicable.

# 7. Team Composition

The evaluation team should be composed of 2-3 members that include an experienced Team Leader, a senior partnerships expert (preferably with evaluation experience), a senior evaluation expert and research assistant(s). Ideally, the team leader should have expertise with UN system, while the senior evaluator has strong knowledge and experience applying human rights approach and gender equality principles in evaluation. The team should be gender balanced. Below is a more detailed description of the tasks and qualification requirements for each team member. Team members should endure expertise on gender and, on the thematic areas of WEE/WPE

### Team Leader:

Education:

• A Masters or higher level degree in International Development or a similar field related to political and economic development, monitoring and evaluation, etc.

Work Experience:

- A minimum of 10 years' relevant experience undertaking evaluations is required including proven practical professional experience in designing and conducting major evaluations.
- Substantive experience in evaluating similar development projects related to local development and political and economic empowerment of women.
- Substantive experience in evaluating projects and programmes with a strong gender focus is preferred.
- Experience working with CSOs and aid effectiveness agenda is an asset.
- Excellent and proven knowledge of evaluation methodologies and approaches.
- Proven experience in producing coherent, clear analytic reports and knowledge pieces is a requirement.

Language Requirements:



- Excellent English writing and communication and analytical skills are required.
- Working knowledge of at least two UN Official Language other than English (Spanish, French and Arabic) is necessary as several reports to be reviewed will be in those languages.

#### Other team member's requirements:

Team members should ensure expertise on gender and/or on the thematic areas of WEE/WPE and have working language experience in one of the three languages required to meet the requirements. Therefore, 1 to 2 team members are recommended in addition to the team leader.



# Annex: GERAAS evaluation report quality assessment checklist

#### **PARAMETER 1: OBJECT AND CONTEXT OF THE EVALUATION**

1.1 The logic model and/or the expected results chain (inputs, outputs and outcomes) of the object is clearly described.

1.2 The **context** includes factors that have a direct bearing on the object of the evaluation: social, political, economic, demographic and institutional. This also includes explanation of the contextual gender equality and human rights issues, roles, attitudes and relations.

1.3 The scale and complexity of the object of the evaluation are clearly described (the number of components, the geographic context and boundaries, the purpose, goal and organization or management of the object, and the total resources from all sources including humans and budgets).

1.4 The key stakeholders involved in the object implementation, including the implementing agency(s) and partners, other stakeholders and their roles.

1.5 The report identifies the implementation status of the object, including its phase of implementation and any significant changes (e.g., plans, strategies, logical frameworks) that have occurred over time and explains the implications of those changes for the evaluation.

#### PARAMETER 2: PURPOSE, OBJECTIVES AND SCOPE

2.1 Purpose of evaluation is clearly defined, including why the evaluation was needed at that point in time, who needed the information, what information is needed and how the information will be used.

2.2 Evaluation objectives: A clear explanation of the evaluation objectives including main evaluation questions is provided.

2.3 Evaluation scope: The scope of the evaluation is described including justification of what the evaluation covers and did not cover

2.4 Evaluation criteria: The report describes and provides an explanation of the chosen evaluation criteria, performance standards, or other criteria used by the evaluators.

2.5 Gender and human rights: Evaluation objectives and scope include questions that address issues of gender and human rights.

#### PARAMETER 3: METHODOLOGY

3.1 Methodology: The report presents a transparent description of the methodology applied to the evaluation that clearly explains how the evaluation was specifically designed to address the evaluation criteria, yield answers to the evaluation questions, and achieve evaluation purposes and objectives.

3.2 Data collection: The report describes the data collection methods and analysis, the rationale for selecting them, and their limitations. Reference indicators and benchmarks are included where relevant.

3.3 Data sources: The report describes the data sources, the rationale for their selection, and their limitations. The report includes discussion of how the mix of data sources was used to obtain a diversity of perspectives, ensure data accuracy and overcome data limits.

3.4 Sampling frame: The report describes the sampling frame—area and population to be represented, rationale for selection, mechanics of selection, numbers selected out of potential subjects, and limitations of the sample.

3.5 Stakeholder consultation: The evaluation report gives a complete description of the stakeholder consultation process in the evaluation, including the rationale for selecting the particular level and activities for consultation.



3.6 Data quality: The report presents evidence that adequate measures were taken to ensure data quality, including evidence supporting the reliability and validity of data collection tools (e.g., interview protocols, observation tools, etc.).

3.6 Gender and human rights considerations: The methods employed are appropriate for analyzing gender and rights issues identified in the evaluation scope.

3.7 Ethics: The evaluation report includes a discussion of the extent to which the evaluation design included ethical safeguards and mechanisms and measures that were implemented to ensure that the evaluation process conformed with relevant ethical standards including but not limited to informed consent of participants, privacy and confidentiality considerations.

#### **PARAMETER 4: FINDINGS**

4.1 Findings respond directly to the evaluation criteria and questions detailed in the scope and objectives section of the report and are based on evidence derived from data collection and analysis methods described in the methodology section of the report.

4.2 Reported findings reflect systematic and appropriate analysis and interpretation of the data.

4.3 Reported findings address the evaluation criteria (such as efficiency, effectiveness, sustainability, impact and relevance) and questions defined in the evaluation scope.

4.4 Findings are objectively reported based on the evidence.

4.5 Gaps and limitations in the data and/or unanticipated findings are reported and discussed.

4.6 Reasons for accomplishments and failures, especially continuing constraints, are identified as much as possible.

#### **PARAMETER 5: CONCLUSIONS AND LESSONS LEARNED**

5.1 Conclusions present reasonable judgments based on findings and substantiated by evidence, and provide insights pertinent to the object and purpose of the evaluation.

5.2 The conclusions reflect reasonable evaluative judgments relating to key evaluation questions.

5.3 Conclusions are well substantiated by the evidence presented and are logically connected to evaluation findings.

5.4 Stated conclusions provide insights into the identification and/or solutions of important problems or issues pertinent to the prospective decisions and actions of evaluation users.

5.4 Conclusions present strengths and weaknesses of the object (policy, programmes, projects or other intervention) being evaluated, based on the evidence presented and taking due account of the views of a diverse cross-section of stakeholders.

5.5 Lessons learned: When presented, lessons drawn represent contributions to general knowledge. They may refine or add to commonly accepted understanding, but should not be merely a repetition of common knowledge. Lessons presented suggest how they can be applied to different contexts and/or different sectors.

**PARAMETER 6: RECOMMENDATIONS** 

6.1 Recommendations are supported by evidence and conclusions, and were developed with the involvement of relevant stakeholders.

6.2 The report describes the process followed in developing the recommendations including consultation with stakeholders.



6.3 Recommendations are relevant to the object and purposes of the evaluation.

6.4 Recommendations clearly identify the target group for each recommendation.

6.5 Recommendations are clearly stated with priorities for action made clear.

6.6 Recommendations are actionable and reflect an understanding of the commissioning organization and potential constraints to follow-up.

PARAMETER 7: GENDER AND HUMAN RIGHTS

7.1 GEEW is integrated in the evaluation scope of analysis and indicators are designed in a way that ensures GEEW-related data will be collected.

7.2 Evaluation criteria and evaluation questions specifically address how GEEW has been integrated into the design, planning, implementation of the intervention and the results achieved.

7.3 A gender-responsive evaluation methodology, methods and tools, and data analysis techniques are selected.

7.4 The evaluation findings, conclusions and recommendation reflect a gender analysis

#### **PARAMETER 8: THE REPORT STRUCTURE**

8.1 Report is logically structured with clarity and coherence (e.g., background and objectives are presented before findings, and findings are presented before conclusions and recommendations).

8.2 The title page and opening pages provide key basic information

A. Name of the evaluation object

B. Time frame of the evaluation and date of the report

C. Locations (country, region, etc.) of the evaluation object

D. Names and/or organizations of evaluators

E. Name of the organization commissioning the evaluation

- F. Table of contents which also lists tables, graphs, figures and annexes
- G. List of acronyms
- 8.3 The executive summary is a stand-alone section that includes
  - A. Overview of the evaluation object
  - B. Evaluation objectives and intended audience
  - C. Evaluation methodology
  - D. Most important findings and conclusions
  - E. Main recommendations

8.4 Annexes increase the credibility of the evaluation report. They may include, inter alia:

A. ToRs

- B. List of persons interviewed and sites visited
- C. List of documents consulted
- D. More details on the methodology, such as data collection instruments, including details of their reliability and validity
- E. Evaluators biodata and/or justification of team composition
- F. Evaluation matrix
- G. results framework



# **EVALUATION METHODOLOGY AND CRITERIA**

# **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.

- Submitting companies are not included among United Nations suspended companies;
- Offers are signed by an authorized party, including Power of Attorney if stipulated;
- The offer is submitted as per the instructions to proposer's ref: Annex 4 and detailed in the PIS above;
- The offer is valid for 120 days;
- The offer is complete and eligible.

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

A two-stage procedure will be utilized in evaluating the proposals; the technical proposal will be evaluated with a minimum pass requirement of **70%** of the obtainable **1000** 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 **1000** 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 **1000** points and are determined to be compliant. Non-compliant proposals will not be eligible for further consideration.

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

Technical proposal: 700

Financial proposal: 300

Total number of points: **1000** 

# **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 **700** points):

•	<b>1.0 Expertise and Capability of Proposer</b> Expertise of organization submitting proposal		
1.1	Organizational Architecture: Extent to which the proposal includes a detailed description of the company's architecture and its financial capability. Extent to which the company's organizational capability is likely to affect performance (i.e. size of the organization, strength of management support) is also assessed.		
1.2	<ul> <li>Adverse judgments or awards:</li> <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>	50	
1.3	<b>General Organizational Capability:</b> which is likely to affect performance (i.e. size of the organization, strength of management support)	25	
1.4	<b>Subcontracting:</b> Extent to which any work would be <b>subcontracted</b> (subcontracting carries additional risks which may affect delivery, but properly done it offers a chance to access specialized skills.)	25	



1.5	<b>Quality assurance procedures, warranty:</b> Extent to which potential risks for the performance of the TOR that may impact achievement and timely completion of expected results as well as their quality is described in the proposal, and the measures that will be put in place to mitigate these risks.	50
1.6	<ul> <li>Relevance of:         <ul> <li>Specialized Knowledge : Proven previous expertise in conducting complex evaluations and evaluations of partnership efforts, and/or evaluations of organizational performance (advanced expertise in wide range of evaluation approaches for partnership evaluations including participatory methods, outcome mapping, utilization-focused, gender and human rights responsive, mixed methods as well as in conducting thematic, corporate and multistakeholders evaluations preferably for the UN system as seen by previous evaluation reports).</li> <li>Experience on Similar Programme / Projects : Experience and knowledge of partnership development, principles and frameworks, women's movement, gender analysis and the related mandates within the UN system across the team (knowledge of evaluation frameworks for partnership and the relevant international frameworks pertaining to gender equality and women's empowerment, gender mainstreaming and gender analysis and knowledge of women's movements).</li> <li>Experience on Projects in the Region</li> </ul> </li> </ul>	100
	Work for other UN agencies/ major multilateral/ or bilateral programmes	200
2.0 Prope	sed Work Plan and Approach	300
-	methodology	Points obtainable
Troposed	Analysis Approach, Methodology- including Proposer's understanding of UN	
2.1	Women's work, adherence to procurement principles and TOR. Proposer's understanding of UN Women's work, adherence to procurement principles and TOR. Proposal's overall quality, clarity and adherence to the RFP guidelines. The proposal includes a technical proposal according to the format provided below (Annex IV).	150
2.2	<b>Management Services</b> – Timeline and deliverables. Extent to which the proposal presents a specific evaluation approach and a variety of techniques for gathering and analyzing qualitative and quantitative data that are feasible and applicable in the timeframe and context of the evaluation, and incorporates participatory, human rights and gender equality based approaches as well as innovative presentations for evaluation findings. The technical proposal presents a specific approach for the evaluation in particular for partnership evaluation (outcome mapping, outcome harvesting,	200

		50
	At least 10 years of evaluation experience, knowledge of the UN system, knowledge on gender equality and human rights issues. Substantive experience in evaluating similar development projects related to local development and political and economic empowerment of women. Excellent and proven knowledge of evaluation methodologies and approaches. Excellent English writing and communication and analytical skills are required. Working knowledge of Spanish, French and Arabic is necessary – as several reports to be reviewed will be in those languages Relevant professional experience for team members (for details refer to the Annex 2 of the TOR). Team members should ensure expertise on gender and/or on the thematic areas of WEE/WPE and have working language experience in one of the three languages required (Spanish, French, Arabic) to meet the requirements.	50
Qualifica 3.1	tion and competencies of proposed personnel Relevant professional experience of team leader (for details refer to the Annex 2 of the TOR).	obtainable
3.0 Reso	urce Plan, Key Personnel	350 Points
	of verification (evaluation matrix should be included in the proposal). Extent to which the evaluators reflect clear professional commitment with the subject of the assignment and follow UNEG ethical code of conduct including gender equality principles (the proposals and CVs of evaluators reflect a professional commitment with gender equality and evaluation). Extent to which the timeframe and human resources indicated in the work plan are realistic and useful for the needs of the evaluation (sufficient allocation of time effort of different team members, including senior experts, and the overall realism and feasibility of the allocation of time effort and human resources to implement the proposed evaluation methodologies and work plan, as well as delivery of products by proposed timeframe).	
	comparative analysis, participatory processes, etc) and includes detailed techniques for data collection, analysis and reporting; the proposal is realistic within the timeframe proposed in the TOR to complete all deliverables, including country case studies. Extent to which the evaluation matrix clearly addresses the TOR, relating evaluation questions with evaluation criteria, with indicators and with means of varification (avaluation matrix chould be included in the proposal)	



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

ANNEX 4

# FORMAT OF TECHNICAL PROPOSAL

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

The Evaluation Team is required to submit a proposal of maximum 5 pages, which must cover all the areas and follow this format of technical evaluation (annex 4). **Technical Proposals not submitted in this format may be rejected.** 

The following items should be included as attachments (not included in the page limit):

- CV for consultant, and other team members if applicable.
- Please submit **at least three sample reports** from previous consulting projects (all samples will be kept confidential) or links to website where reports can be retrieved (highly recommended).

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 Organizational Architecture

- Background: Provide a brief description of the organization submitting the proposal, including if relevant the year and country of incorporation, types of activities undertaken, and approximate annual revenue.
- Financial capacity: The Proposer shall demonstrate its financial capacity and reliability with regards 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.

<u>1.2 Adverse judgments or awards</u>

• 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.

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.

<u>1.6 Relevance of Specialized Knowledge and Experience on Similar Projects</u>

- 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	Role in relation to the	Reference
			performa	undertaken to	Contact Details
			nce	goods/services/works	(Name, Phone,
			(from/to)		Email)



1-						
2-						
3-						
Section 2.0:	Proposed W	ork Plan and Ap	proach			
2.1 Analysis ap	pproach, metl	hodology				
	ion will achiev	-	••	methodology, and t lude the team struc	imeline for how the ture roles and	
<ul> <li>Brief summary of the proposed methodology for the ME/MA including the involvement of the Reference Group and other stakeholders during each step.</li> <li>Explain the organization's understanding of UN Women's needs for the services.</li> <li>Identify any gaps/overlaps in UN Women's coverage based on the information provided.</li> <li>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: <ul> <li>a) Best Value for money</li> <li>b) Fairness, integrity and transparency</li> <li>c) Effective competition</li> <li>d) The best interests of UN Women</li> </ul> </li> </ul>						
2.2 Managem	ent - timeline	, deliverables and	reporting			
• Provide a detailed description of how the management for the requested service will be implemented in regard to the TOR						
Section 3.0:	Resource Pla	an, Key Personne	el			
3.1 Compositi	on of the tear	n proposed to per	form TOR, a	nd the work tasks (i	ncluding 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,						

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.

together with a description of such organization of the team structure, should be submitted.

Proposers are also invited to: (1) become a signatory to the <u>Women Empowerment Principles</u> (if more than 10 employees) <u>http://weprinciples.org/Site/PrincipleOverview</u>; 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 <u>here</u>: <u>http://weprinciples.org/Site/CompaniesLeadingTheWay/</u>

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:** [Adjust according to needs]

Name:			
Position for this Assignme	ent:		
Nationality:			
Language Skills:			
Educational and other Qualifications			
Employment Record: [Inse	rt details of as many othe	er appropriate records as necessary]	
From [Year]: To	[Year]:		
Employer:			
Positions held:			
involved, indicate the fo	llowing information for asks listed under the TOR	the assignments in which the staff has been those assignments that best illustrate stands a) [Insert details of as many other appropria-	aff
Period: From - To	Name of	Job Title, main project features, and	
	project/organization:	Activities undertaken	
References (minimum 3)	(Name/Title/Organizatic	on/Contact Information – Phone; Email)	



# FORMAT OF FINANCIAL PROPOSAL

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

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

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

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

- 1. A summary of the price in words and figures
  - i. **Price breakdown:** The price must cover all the services to be provided and must itemize the following:

a. An all-inclusive fee rate per working day for each expert to be assigned to the team. The fee rate must include remuneration of each expert, all administrative costs of employing the expert and the margin covering the proposer's overhead and backstopping facilities.

b. An all-inclusive daily subsistence allowance (DSA) rate (otherwise known as a "per diem rate") for every day in which the experts shall be in the field for purposes of the assignment.

c. An all-inclusive amount for necessary international travel and related expenses by the most appropriate means of transport and the most direct economy class practicable route. The breakdown shall indicate the number of round trips per team member.

d. An all-inclusive amount for local travel, if applicable.

e. If applicable, other costs required for purposes of the assignment not covered in the foregoing or beneath paragraphs such as communication, printing and dispatching of reports to be produced during the assignment, rental and freight of any instruments or

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

f. Summary of total cost for the services proposed.

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

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.

# A. Cost Breakdown by Resources

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

Description	Quantity	Number of Unit	Unit Cost (USD)	Total Cost (USD)
Team Leader	1 person	Day/week/month		
Team Member	XX person	Day/week/month		
Operational cost				
Please detail the following:				
<ol> <li>Estimated return tickets for travel (if any)</li> </ol>	1 lump sum			
<ol> <li>Accommodation and other expenses away from home (if any)</li> </ol>	1 lump sum			
3. Local transportation				
4. Any relevant overhead costs (report	1lump sum			
preparation, communication, stationary, etc.)	1 lump sum			
Technical assistance and capability building (training, working group	1 lump sum			



meeting, workshop)		
Publication (seminar/launching of the report, printing, etc.)		
TOTAL		

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

# Signature of Financial Proposal

The Financial Proposal should be authorized and signed as follows:

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

(Name of Organization)

Signature/Stamp of Entity/Date

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

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

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

Email:	



# PROPOSAL SUBMISSION FORM

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

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

Date: [insert date of Proposal Submission]

We, the undersigned, declare that:

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

Signed: \_\_\_\_\_\_ [insert signature of person whose name and capacity are shown] In the capacity of \_\_\_\_\_\_ [insert legal capacity of person signing this form]

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

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

Dated on \_\_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_\_ [insert date of signing]



# **VOLUNTARY AGREEMENT**

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

# Between

### (Name of the Contractor)

### And

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

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

□ Acknowledge values & principles of gender equality and women's empowerment;

□ Provide information and statistical data (that relates to policies and initiatives that promote gender equality and women empowerment), upon request;

□ Participate in dialogue with UN Women to promote gender equality and women's empowerment in their location, industry and organization;

□ Establish high-level corporate leadership for gender equality;

□ Treat women and men fairly at work and respect and support human rights and 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:	



# **PROPOSED MODEL FORM OF CONTRACT**

This Contract dated [date] is made

# BETWEEN

The UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN, a composite entity of the United Nations established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010, with its Headquarters at 220 East 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.]

[1.1.3 Fee Schedule (the "Fee List")]; [and]

[1.1.4 [Form of Performance Security]; [and]

[1.1.5 [other annexes that may be relevant]]

1.2 The Contract Documents are complementary of one another but 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;
- [1.2.4 Fourth, Annex C;]
- [1.2.5 *Fifth*, *Annex D*;] [and]
- [1.2.6... other Annexes]

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

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

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

# Article 2 Effective Date and Term



2.1 This Contract shall 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").

# (Select one option below and delete the other)

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

# OR

2.2 This Contract shall remain in effect until [*date*]/[*for a period of time*] from the Effective Date], unless earlier terminated in accordance with the terms of this Contract (the "Initial Term"). The United Nations may, at its sole option, extend the Initial Term of this Contract, under the same terms and conditions as set forth in this Contract, for a maximum of [*number*] additional period[*s*] of up to [*time period*] each (the "Extended Term"). The UN shall provide a written notice of its intention to do so at least [*number*] days prior to the expiration of the then Initial Term.

[Optional] [2.3 Include any other relevant provisions regarding the objective or scope of the Contract.]

# Article 3 Representations and Warranties

- 3.1 The Contractor represents and warrants that:
  - 3.1.1 it is duly organized, validly existing and in good standing;
  - 3.1.2 it has all necessary power and authority to execute and perform this Contract;
  - 3.1.3 the execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;
  - 3.1.4 this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;



- 3.1.5 all of the information it has provided to UN Women concerning provision of the Services pursuant to this Contract is true, correct, accurate and not misleading;
- 3.1.6 it is financially solvent and is able to provide the Services to UN Women in accordance with the terms and conditions of the Contract;

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

### Article 4

### **Obligations of the Contractor**

### (Select one option below and delete the other)

### **OPTION 1 (DELIVERABLES SCHEDULE)**

### (Delete title directly above after selecting option)

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

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

[LIST DELIVERABLES]	[INDICATE DELIVERY DATES]

[e.g.
-------

Progress report	//
	//
Final report	//]



# OR

### **OPTION 2 (TASK ORDERS)**

# (Delete title directly above after selecting option) (If selecting this option (task orders), include Article 4A, below)

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

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

Sections 4.3-4.18 should be included for both Options 1 and 2:

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.

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

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

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

4.8 The Contractor acknowledges that (i) UN Women shall have no obligation to provide any assistance to the Contractor in performing the Services other than as expressly set forth herein and in particular

the TOR; and (ii) UN Women makes no representations as to the availability of any facilities or equipment which may be helpful or useful for performing the Services.

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

4.10 In addition to its obligations under Article 25 (Observance of the Law) of the General Conditions, the Contractor shall be aware of and shall comply with all applicable international standards and local labor laws, ordinances, rules, and regulations pertaining to the employment of local and international staff in connection with the Services in countries where Services will be performed and the country where the Contractor is incorporated, including, without limitation, laws, ordinances, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severence 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<u>https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list</u>. 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."

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

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

# [ARTICLE 4A]

# [TASK ORDERS]

(Delete this Article (4A) if selecting option 1 (deliverables schedule) above under Article 4)



[4A.1 UN Women shall issue to the Contractor, from time to time during the [*Initial Term*][*and the Extended Term*] Task Orders in the form set out at Annex [\_\_], setting out the [*types*] of Services required and other instructions for the performance of Services (each, a "Task Order"). No Task Order shall be valid unless authorized and signed by a duly authorized UN Women official. Each Task Order shall, at a minimum, make reference to this Contract, indicate the type(s) of Services ordered, the applicable [rates]/[fees] [and total fee] for the Services being ordered, schedule for performance, and other relevant details. Task Order shall be transmitted to the Contractor by [*means of transmission*] [*other details of Task Order transmittal and acknowledgment*].]

[4A.2 All Task Orders issued by UN Women pursuant to this Contract, and all Services performed by the Contractor pursuant to such Task Orders, shall be subject to and governed by the terms and conditions of this Contract, whether or not the Task Order contains a provision to that effect. In the event of any inconsistency between the terms and conditions of a Task Order and the terms and conditions of this Contract, the terms and conditions of this Contract shall prevail.]

[4A.3 The Contractor shall promptly acknowledge receipt of each Task Order, and the date of its receipt, by [*manner of confirmation*]]. Any failure by the Contractor to provide such acknowledgement shall not relieve the Contractor from discharging its obligations under the Contract.]

[4A.4 The Contractor shall accept changes to or cancellations of Task Orders by UN Women without penalty or charge, provided UN Women provides written notice of such change or cancellation not later than [*number*] days [following issuance of the Task Order] [prior to the scheduled performance date].]

### Article 5

### **Contract Price**

### (Select one option below and delete the other)

### **OPTION 1 (FIXED FEE)**

### (Delete title directly above after selecting option)



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:

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

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

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



### **OPTION 2 (TIME-BASED CONTRACTS)**

### (Delete title directly above after selecting option)

5.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UN WOMEN shall pay the Contractor a price not to exceed \_\_\_\_\_\_ [insert currency & amount in figures and words].

5.2 The amount set forth in Article 5.1 above is the maximum total amount payable to the Contractor under this Contract, and is not a guaranteed amount. The Fee Schedule in Annex \_\_\_\_\_ [*insert annex number*] contains the maximum amounts per cost category that are reimbursable under this Contract; such maximum amounts are not guaranteed amounts. The Contractor shall reflect in its invoices the amount of the actual reimbursable costs incurred in the performance of the Services.

5.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under Article 5.1 or of any of the amounts specified in the Fee Schedule for each cost category without the prior written agreement of \_\_\_\_\_\_ [name and title], UN Women.

### (Select one of the following clauses (5.4) and delete the other)

5.4 The Contractor shall submit itemized invoices for the work done every [insert period of time or milestones]. Invoices shall include whatever supporting documentation of the actual costs incurred is required in the Fee Schedule or may be required by [name and title], UN Women.

### OR

actual costs incurred is required in the Fee Schedule or may be required by [*name and title*], UN Women.

5.5 Progress and final payments shall be effected by UN Women to the Contractor in accordance with Article 7 (Time and Manner of Payment). Such payments shall be subject to any specific conditions for reimbursement contained in the Fee Schedule.

5.6 Without prejudice to or limiting the provisions of Article 18 (Tax Exemption) of the General Conditions, the rates for the Services provided hereunder are 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.

5.7 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**

# (You may include or delete special clauses 9A to 9G below, as required, in order to adapt the model contract to the specific situation.)

# Article 9A

# Insurance

# Article 9B

# **Advance Payments**

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



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

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

# Article 9C

Security

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

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

9C.3 UN Women may, when feasible and appropriate in the sole opinion of UN Women: 12.3.1 Inform and, to the extent necessary, update the Contractor of its security regulations, policies and procedures; 12.3.2 Provide the Contractor's Personnel with the necessary security passes and access to areas necessary for performance of this Contract; and

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

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

# Article 9D

### Liquidated Damages

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

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

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

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

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

### Article 9E Performance Security

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

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

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

proceedings, without any objection, opposition or recourse by the Issuer and without it being necessary to provide evidence to the Issuer of any shortcoming of or any default by the Contractor.

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

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

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

# Article 9F UN Women Equipment and Supplies



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

9F.2 In addition to UN Women's rights under Article 8 (Equipment Furnished by UN Women to the Contractor) of the General Conditions, the Contractor shall be responsible and accountable to UN Women for UN Women furnished equipment and supplies [as defined in Article 12.1, above.] OR [As used in this Contract, the term "UN Women furnished equipment and supplies" shall include, but not be limited to, equipment and supplies provided by UN Women to the Contractor and equipment and supplies purchased by the Contractor with funds provided or to be reimbursed by UN Women.] The Contractor shall take reasonable measures necessary to preserve such UN Women.

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

9F.4 Within [*number in words and figures*] days of the Effective Date, UN Women shall provide a list of UN Women equipment and supplies which UN Women intends to make available for use by the Contractor in performing this Contract. At such time, the Contractor's duly authorized representative and UN Women's representative or agent shall conduct a joint inspection of such equipment and supplies to determine the quantity, working order and condition of the equipment and supplies. Items missing or not in working order shall be recorded. UN Women may, in its sole discretion, replace missing items or repair items not in working order. The Contractor's duly authorized representative and UN Women's representative and UN Women's representative or agent shall sign this list, indicating their agreement as to the quantity, working order and condition of the UN Women furnished equipment and supplies, and the list shall thereupon be annexed to this Contract as Annex [*insert number of Annex*] in accordance with Article 19 (Modifications) of the General Conditions. If the Contractor does not participate in the

inspection of the UN Women furnished equipment and supplies mentioned above, the Contractor shall accept the listing provided by UN Women. No later than [*number*] days prior to the expiration or termination of this Contract, or when such equipment and supplies are no longer needed by the Contractor, the Contractor and UN Women's representative or agent shall conduct a joint inspection of the UN Women furnished equipment and supplies to determine the quantity, working order and condition of the equipment and supplies. The Contractor shall replace missing items and repair or maintain items not in working order, subject to normal wear and tear, before returning them to UN Women and before the expiration or termination of the Contract.

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

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

# Article 9G

# **Amendment of General Conditions**

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

# Article 10

# Notices

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

If to the Contractor:



[Please insert address of Contractor] Attn: [name/title] Fax: [number] Email: [email]

If to the UN Women:

[Please insert address of UN Women] Attn: [name/title] Fax: [number] Email: [email]

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

### Article 11

### Amendment

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



# 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

Ву:	 Ву:
Name:	 Name:
Title:	 Title:
Date:	 Date:



**ANNEX 9** 

# **GENERAL CONDITIONS OF CONTRACT**

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

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



**ANNEX 10** 

# JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

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

# (to be completed and returned with your technical proposal)

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

Signatures of all partners/authorized representatives:

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

# **SECURITY INSTRUMENTS**

The Proposal and Performance Security Forms can be accessed by the proposer by following the below link.

http://www2.unwomen.org/~/media/commoncontent/procurement/un-women-procurementrfp-security-instruments-en.docx



ANNEX 12

# SUBMISSION CHECKLIST

For submissions by courier mail/hand delivery:

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

For email submissions:

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

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