

# Request for Proposal

Reference No.: *[RFP/2017/002]*

*[Consultancy Services for Multi-Country Analytical Study of Policies and Cultural Practices on Child Marriage in Africa covering DRC, Egypt, Ethiopia, Malawi, Mali, Morocco, Mozambique, Niger, Nigeria and Tanzania]*

[5 December 2017]

Dear Sir/Madam,

**Subject: Request for Proposal (RFP) for Multi-Country Analytical Study of Policies and Cultural Practices on Child Marriage in Africa in 10 countries: DRC, Egypt, Ethiopia, Malawi, Mali, Morocco, Mozambique, Niger, Nigeria and Tanzania**

The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) plans to procure Consultancy Services for Multi-Country Analytical Study of Policies and Cultural Practices on Child Marriage in Africa covering Niger, Mali, Nigeria, Egypt, Ethiopia, Malawi, Mozambique, Tanzania, DRC and Morocco described in this Request for Proposal and its related annexes. UN Women now invites sealed proposals (electronic) from qualified proposers for providing the requirements as defined in these documents.

1. To prepare a responsive proposal, you must carefully review, and understand the contents of the following documents:
  - a. This letter (and the included Proposal Instruction Sheet (PIS)
  - b. Instructions to Proposers ([Annex I](#)) available from this link: <http://www.unwomen.org/-/media/commoncontent/procurement/un-women-procurement-rfp-instructions-en.pdf?la=en&vs=3939>
  - c. Terms of Reference (TOR) (Annex 2)
  - d. Evaluation Methodology and Criteria (Annex 3)
  - e. Format of Technical Proposal (Annex 4)
  - f. Format of Financial Proposal (Annex 5)
  - g. Proposal Submission Form (Annex 6)
  - h. Voluntary Agreement for to Promote Gender Equality and Women's Empowerment (Annex 7)
  - i. Proposed Model Form of Contract (Annex 8)
  - j. General Conditions of Contract (Annex 9)
  - k. Joint Venture/Consortium/Association Information Form (Annex 10)
  - l. Submission Checklist (Annex 11)
  
2. The Proposal Instruction Sheet (PIS) -below- provides the requisite information (with cross reference numbers) which is further detailed in the Annex 1 (see the link above)

### **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/un-women-procurement-rfp-instructions-en.pdf?la=en&vs=3939>

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
4.2	<b>Deadline for Submission of Proposals</b>	<p>Date and Time: <b>Monday 18 December 2017 12:00 PM (EAT)</b></p> <p>[for local time reference, see <a href="http://www.greenwichmeantime.com">www.greenwichmeantime.com</a>]</p> <p>City and Country: <b>[Nairobi]</b></p> <p>This is an absolute deadline. Any proposal received after this date and time will be disqualified.</p>
4.1	<b>Manner of Submission</b>	<p><input type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail</p> <p><input checked="" type="checkbox"/> Electronic submission of Proposal</p>
4.1	<b>Address for Proposal Submission</b>	<p><input type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail: UN Women Address, City, Country: "NOT TO BE OPENED BY REGISTRY"</p> <p><input checked="" type="checkbox"/> Electronic submission of Proposal: <a href="mailto:Procurement.bids@unwomen.org">Procurement.bids@unwomen.org</a></p> <p>In order to facilitate the submission of both Technical and Financial proposals, the submission duly stamped and signed can be done electronically in PDF format and send to <a href="mailto:Procurement.bids@unwomen.org">Procurement.bids@unwomen.org</a> Technical and Financial proposals should be sent as <b>separate PDF files clearly indicating title of each proposal</b>. If the Technical and Financial proposals are sent in the same PDF file, they will be rejected.</p> <p>To secure your financial offer please set up a password which will be used at later stage once the evaluation of the technical proposal is complete. The companies who achieve the minimum score will be requested to provide passwords.</p>
3.1	<b>Language of the Proposal:</b>	<p><input checked="" type="checkbox"/> English      <input type="checkbox"/> French      <input type="checkbox"/> Spanish</p> <p><input type="checkbox"/> Other (pls. specify) _____</p>
3.4.2	<b>Proposal Currencies</b>	Preferred Currency: <input checked="" type="checkbox"/> USD

		<p>If no, please indicate Currency: <input type="text"/></p> <p><i>Proposer may submit proposal in any freely convertible currency</i></p>
3.5	<b>Proposal Validity Period</b> commencing after the deadline for submission of proposals (see 4.2 above)	<p>If other, please indicate: <input type="text" value="120"/> days.</p>
2.4	<b>Clarifications of solicitation documents</b>	<p>Requests for clarification shall be submitted <input type="text" value="5"/> days before the deadline for submission of proposal.</p> <p>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.</p>
	<b>Contact address for requesting clarifications on the solicitation documents</b>	<p>Requests for clarifications should be addressed to the e-mail address: <a href="mailto:Procurement.esa@unwomen.org">Procurement.esa@unwomen.org</a></p> <p>Clarification emails should include a subject header in the following format:</p> <p>Proposers must not communicate with any other personnel of UN Women regarding this RFP.</p> <p><b><u>The e-mail address above is for clarifications ONLY.</u></b></p> <p><b><u>IMPORTANT: Do not send or copy the e-mail address above while submitting a proposal. Doing so will disqualify your proposal.</u></b></p>

2.5	<b>Pre-Proposal/Bid Meeting</b>	<input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Mandatory: <input type="checkbox"/> Optional:
3.9	<a href="#">Proposal Security</a>	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required <p>No Proposal Security is required for this RFP at this stage; however, UN Women reserve the rights to request a Proposal Security from</p>
7.4	<a href="#">Performance Security</a>	<input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required <p>Performance Security is not foreseen to be required by UN Women at this stage; however, UN Women reserve the rights to request a Performance Security from the successful proposer at any stage.</p>
3.2	<b>Waiver &amp; Release of Indemnity (If there is a site visit/inspection)</b>	<input checked="" type="checkbox"/> Not Required <p>No site inspections/visits are necessary and therefore a waiver/release of indemnity is not required.</p>

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

Yours sincerely,

***Simone Ellis Oluoch-Olunya,***

***Deputy Regional Director***

***Eastern and Southern Africa Regional Office***



## ANNEX 2

### Terms of Reference

#### Multi-Country Analytical Study of Policies and Cultural Practices on Child Marriage in Africa

Africa has a high prevalence of child marriage with an estimated 40 per cent of girls marrying before age 18 and African countries account for 15 of the 20 countries with the highest rates of child marriage. The UN Women East and Southern Africa Regional Office (ESARO) is planning to undertake a multi-country analytical study of policies and cultural practices on child marriage in Africa. The result of the study is expected to 1) to enhance its understanding about the drivers and factors that may contribute to the decline in child marriage on the continent and 2) inform interventions and programme approaches in Africa that would contribute to end the practice of child marriage.

The assignment will utilize a two-pronged approach; 1) Desk review of policies and household survey data to assess the reasons for and mitigating factors against child marriage and 2) Key informant interviews. The study will focus on Africa as a continent covering 10 study countries (DRC, Egypt, Ethiopia, Malawi, Mali, Morocco, Mozambique, Niger, Nigeria and Tanzania) that have the highest prevalence of child marriage on the continent despite their high level national commitments to end child marriage.

UN Women seeks expressions of interest from qualified firms to conduct a study of key drivers of child marriage in Africa as described in this term of reference. The assignment will commence in January 2018

#### Background:

Today, the devastating impact of child marriage continues to be ignored in the developing world. Millions of child brides, some only just past puberty, are denied access to health, education and economic opportunities. The majority are burdened with the roles and responsibilities of wives and mothers without adequate support, resources or capabilities. Child marriage is a human rights violation that constitutes a grave threat to the lives of young girls' including their health (e.g. increased probability of pregnancy related complications), empowerment and prospects of getting married at the right age. In developing countries, such complications have been documented as the main causes of death among 15–19-year-old girls. Also, girls who are married are also exposed to sexually transmitted infections, including HIV. For girls, marriage has largely meant the end of their education, setting aside their chances for a vocation or career, and blocking their foundational life choices.

The Convention on the Rights of the Child (CRC) and the Convention on the Elimination of all Forms of Discrimination against Women (CEDAW), both human rights instruments, outlaw child marriage.

The International Conference on Population and Development in 1994 (ICPD) also called on countries to eliminate child marriage and to enforce laws that ensure free and full consent, yet

child marriage persists, especially in poor and rural parts of countries in the developing world. It may be part of local tradition; parents may believe it safeguards their daughters' future; poverty or conflict may propel it. But often, child marriage is the outcome of fewer choices.

With one quarter of women aged 20-24 globally married or in union before the age of 18, and about one in thirteen before the age of 15, Africa is one of the highest prevalence regions on child marriage where about 4 in 10 girls are married or in union before the age of 18 of whom about 1 in 6 girls marry before the age of 15. Prevalence remains high at 76 percent in Niger, 68 Central Africa Republic and 55 percent in Mali.

In September 2015, leaders from Africa joined other governments from around the world and adopted the United Nations Sustainable Development Goals (SDGs), including a target that ends child marriage in the next 15 years. This was followed by the November 2016 declaration where over 20 governments made commitments to take steps towards developing national strategies or action plans that would address child marriage with 17 governments launching the African Union's campaign to end child marriage.

Given the continuing high prevalence of child marriage in Africa, understanding the key drivers that contribute to the practice is essential to better inform interventions that would address child marriage. This also calls for a need in ensuring that interventions are tailored to address the key drivers of child marriage aimed at creating a sustainable change. Donors and other development partners have expressed interest in scaling up their support to programme interventions that would contribute to reduction in the prevalence of child marriage. However, for this support to be justified, the importance of understanding the casual factors cannot be overemphasized.

This study will build on UNFPA and UNICEF's Global Programme to Accelerate Action to End Child Marriage and it will also utilize UN Women's supported African Union Commission (AUC) compendium of marriage laws across African Member States developed to serve as an updated compilation of legal frameworks related to child marriage in 2017. The study seeks to fill in the gap in the compendium which largely focuses on legal frameworks on child marriage relying on literature review to extend to primary data collection in the countries targeted especially on actual practices, perceptions and cultural laws. The proposed study shall also identify good practices in this regard with concrete case studies emanating from the targeted study countries.

### **Rationale for the analytical study:**

The impact of child marriage on the rights of the child has been well documented, and its elimination has become an international and regional priority. From the gender equality

perspective, child marriage results in lower educational attainment, younger births and few economic opportunities that have an impact on young women and their children. At the regional level, partners have taken a number of initiatives to address the harmful impact of child marriage. A key continental initiative is the African Union (AU) Campaign to End Child Marriage in Africa that catalysed, among others, the adoption of an African Common Position on Ending Child Marriage in Africa.

In May 2014, the African Union launched the national campaign to end child marriage, as a critical intervention toward achieving the commitment in agenda 2063. In 2015, the Africa Common Position on ending child marriage was adopted by the AU Heads of States at Summit, and the first ever Africa Girls Conference on Ending Child Marriage was held in Lusaka, Zambia. In addition to these continental efforts, at the sub regional level, the SADC adopted the Model Law on Ending Child Marriage and Protecting Children in Marriage, following an equally important ESA commitment on Sexuality Education and HIV. The AU Joint General Comments on the Prohibition of Child Marriage suggests a series of implementation measures for eliminating child marriage<sup>1</sup> These measures include legal reform, policy development, compliance and promotion, and enforcement of criminal provisions and effective awareness raising mechanisms. Despite all these commitments, child marriage continues to be practiced in Africa with its consequent harmful practices. Therefore, a growing child population combined with a slow decline in the practice of child marriage in Africa will put millions more girls at risk. If current trends continue unabated, almost half of the world's child brides in 2050 will be African<sup>2</sup>.

In addition, UN Women has developed an Africa strategy with one of its priorities aligned with ending child marriage in Africa. This is critical as UN Women believes that addressing negative cultural and gender stereotypes is a requisite to ending child marriage in Africa. It is against this backdrop that UN Women plans to analyse policies, legal provisions including customary and religious practices among other existing variables relating to child marriage for effective programme interventions and policy change. This analysis will also include an analysis on the levels of legal compliancy to child marriage laws.

### **Objective:**

The overall objective of the study is to identify gaps in the research on child marriage in which additional investment could catalyze change.

The specific objectives are:

1. To conduct an analytical review of existing statutory policies and customary practices on child marriage with the view of identifying drivers of success and gaps that are hampering success
2. To propose programmatic interventions that could be adopted to reduce the high prevalence of Child Marriage in the targeted countries specifically and in Africa in general

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<sup>1</sup> Section VII (A) 91 of the African Union Joint General Comments on the Prohibition of Child Marriage, 2016.

<sup>2</sup> UNICEF, 2015. A Profile of Child Marriage in Africa available at [http://www.unicef.org/wcaro/english/UNICEF-Child-Marriage-Brochure-low-Single\(1\).pdf](http://www.unicef.org/wcaro/english/UNICEF-Child-Marriage-Brochure-low-Single(1).pdf).

### 3. Map ongoing initiatives in study countries and identify gaps.

#### **The Assignment:**

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Under the direct supervision of the UN Women Country Representative- Ethiopia Country Office, with technical support of Policy Advisor- Governance, Leadership, Peace and Security, the consultant will conduct a study which includes data collection through desk review and primary field data collection and analysis of available policy frameworks and cultural laws in the 10 study countries as they relate to child marriage and present an analysis with policy options that can be harnessed to accelerate elimination of child marriage. The study shall build on the concluded study under the auspices of the African Union Commission (AUC) collating a compendium of laws on marriage across African Member States developed to serve as an updated compilation of legal frameworks related to child marriage in 2017. This study seeks to fill in the gap in the 2017 AUC study which mainly focused on legal frameworks on child marriage with only secondary data collection relying on literature review but shall extend to primary data collection in the countries targeted especially on actual practices, perceptions and cultural laws as they relate to child marriage. This shall also identify good practices in this regard with concrete case studies emanating from countries targeted.

Specifically, the consultancy firm will be tasked with the following:

- Undertake a comprehensive desk review of policies and key factors that increase child marriage in Africa.
- Document existing customary and religious practices specific on child marriage. This will build on the existing compendium of marriage laws compiled by African Union.
- Analyse the Discrepancies / gaps between statutory and customary provisions in the 10 study countries as the latter reinforces the practice.
- Assess country specific compliance to National Legislations relating to Child marriage.
- Identify the most promising and actionable steps for addressing child marriage at scale in a given country;
- Develop a Policy Brief on Child Marriage based on the findings and recommendations from the analysis presented;
- Prepare draft report including country specific analysis, initial cross country comparison, data tables, and implications of the analysis and policy recommendations.
- Mapping of existing in country interventions on child marriage.

#### **Output:**

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Key outputs for the consultancy are:

- Inception report outlining study methodology

- Data collection tools approved in collaboration with UN Women\
- Coordination with relevant partners such as UNICEF and UNFPA
- Study report as per data analyzed and literature reviewed
- Policy Brief on Child Marriage on Africa
- Study report presentation in PowerPoint summarizing key findings and recommendations of the study.

### **Competencies:**

- Excellent analytical skills
- Demonstrated research and policy analysis capacity;
- Strong written and communication skills;
- Can work independently and as part of a team;
- Results-oriented

### **Required Education and Competences:**

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The consultancy team should have members with the following experience:

- Proven and demonstrable relevant experience of not less than 7 years, including demonstrable experience in gender equality programming and research and surveys for the lead researcher;
- Demonstrated (previous) experience in carrying out regional/continental reviews and research analyses;
- A Postgraduate degree in law, armed conflict and peace studies, political science, demography, statistics, policy and data analysis, social science or another related field;
- Conversant with legal and policy frameworks on child marriage;
- Understanding of UN, including development issues;
- Ability to be flexible and respond to changes to text as part of the review and feedback
- Process;
- Strong interpersonal skills, able to communicate and work with diverse people at
- Regional and country office level;
- Demonstrated ability to meet deadlines and work under pressure;
- Strong interpersonal and communication skills;
- Can work independently and as part of a team;
- Results-oriented;
- Excellent analytical skills.

### **Time-frame**

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The consultant will work for 3 months starting January 2018 and ending March 2018.

## EVALUATION METHODOLOGY AND CRITERIA

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### 1. Preliminary Evaluation

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

- Submitting companies are not included among United Nations suspended companies;
- Offers are signed by an authorized party;
- The offer is submitted as per the instructions to proposers ref: 4.1 and detailed in the PIS above;
- The offer is valid;
- The offer is complete and eligible.

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

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

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

Technical proposal: 700

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>Expertise and Capability of Proposer</b>		<b>Points obtainable</b>
Expertise of organization submitting proposal		
1.1	Firm's/Company's organizational architecture	40
1.2	Quality assurance procedures, risk and mitigation measures	40
1.3	Expertise in conducting similar studies and surveys and a proven record delivering professional results in Africa	60
1.4	Experience in gender equality and women's empowerment, and related work/knowledge on child marriage policies and frameworks	40
		180
<b>Technical Approach</b>		<b>Points obtainable</b>
2.1	Overall quality, clarity, and adherence to RFP guidelines	50
2.2	Suitability of approach and methodology for Multi-country analytical study	120
2.3	Extent to which the proposal clearly addresses the Terms of Reference	100
2.4	Management - timelines, deliverables and reporting	50
		320

Resource Plan, Key Personnel		Points obtainable
Qualification and competencies of proposed personnel		
3.1	Relevant professional experience of team leader and team members	200
3.2	Profile on Gender equality	Optional but highly recommended
		200
<b>70% of 700 pts = 490 pts needed to pass technical evaluation</b>		<b>700</b>

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

## ANNEX 4

# FORMAT OF TECHNICAL PROPOSAL

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

**Financial Proposals must be submitted in a separate pdf file protected by password**

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, size of the organisation, types of activities undertaken, and approximate annual revenue.
- **Financial capacity:** The Proposer shall demonstrate its financial capacity and reliability regarding 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.
- Explain any partnerships with local or other organizations relevant to the performance of the TOR. Special attention should be given to providing a clear picture of roles, responsibilities, reporting lines and accountability. Letters of commitment from partners and an indication of whether some or all have worked together previously.

1.2 Quality assurance procedures, risk and mitigation measures

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

1.3 Expertise in conducting studies and surveys and a proven record delivering professional results in Africa

- Detail any specialized knowledge that may be applied to performance of the TOR. Include experiences in Africa, specifically in the 10 countries specified in the TOR
- Describe the experience of the organization performing similar consultancy services. Experience with other UN organizations/ major multilateral / or bilateral programmes is highly desirable.
- Provide at least 3 references

1.4 Experience in gender equality and women’s empowerment, and related work on Child Marriage or related field

- Detail any specialized knowledge in the area of gender equality and women empowerment
- Experience and knowledge of child marriage policies and frameworks is an asset. Describe if the company has any experience related to this specific aspect of work

REFERENCE SUBMISSION TEMPLATE

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

## Section 2.0: Proposed Work Plan and Approach

### 2.1 Overall quality, clarity, and adherence to RFP guidelines

- Provide a well-structured, easily readable proposal in strict accordance with RFP Submission Checklist
- Follow indicated format and guidance notes for Technical and Financial Proposal submission
- Follow indicated format for CVs and references submission

### 2.2 Suitability of approach and methodology for Multi-country analytical study

- Provide a description of the organization's approach, methodology for how the organization will achieve the TOR within specified timeline.
- Explain the organization's understanding of UN Women's needs for the consultancy
- Identify any gaps/overlaps in UN Women's coverage based on the information provided.
- Describe how your organization will adhere to UN Women's procurement principles, if acquiring services on behalf of UN Women. UN Women's general procurement principles:
  - a) Best Value for money
  - b) Fairness, integrity and transparency
  - c) Effective competition
  - d) The best interests of UN Women

### 2.3 Extent to which the proposal clearly addresses the Terms of Reference

- Please provide a detailed description of the methodology for how the organization/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment (10 countries specified in the TOR)

### 2.4 Management - timeline, deliverables and reporting

- Provide a detailed description of how the management for the requested consultancy services will be implemented regarding the TOR

## Section 3.0: Resource Plan, Key Personnel

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

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

### 3.2 Profile on Gender Equality

- Proposer is strongly encouraged to include information regarding the percentage of women: (1) employed in the Proposer's organization, (2) in executive and senior positions, and (3) shareholders. While this will *not* be a factor of evaluation, UN Women is collecting this data for

statistical purposes in support of its mandate to promote gender equality and women's empowerment.

- Proposers are also invited to: (1) become a signatory to the Women Empowerment Principles (if more than 10 employees) <http://weprinciples.org/Site/PrincipleOverview> ; or (2) sign the Voluntary Agreement to Promote Gender Equality and Women's Empowerment (if less than 10 employees). Good practices of gender-responsive companies can be found here: <http://weprinciples.org/Site/CompaniesLeadingTheWay/>

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

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

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

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

### Sample CV template:

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

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

## FORMAT OF FINANCIAL PROPOSAL

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

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

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

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

1. A summary of the price in words and figures

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

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

f. Summary of total cost for the services proposed.

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

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

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

**A. Cost Breakdown per Deliverables**

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

**B. Cost Breakdown by Resources**

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

<b>Description</b>	<b>Quantity</b>	<b>Number of Unit</b>	<b>Unit Cost (USD)</b>	<b>Total Cost (USD)</b>
Team Leader	1 person	Day/week/month		
Team Member	XX person	Day/week/month		
Operational cost				

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

### Signature of Financial Proposal

The Financial Proposal should be authorized and signed as follows:

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

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

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

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

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

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

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

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

**ANNEX 6**

## PROPOSAL SUBMISSION FORM

---

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

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

Date: *[insert date of Proposal Submission]*

We, the undersigned, declare that:

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

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

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

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

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

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

## VOLUNTARY AGREEMENT

---

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

Between

**(Name of the Contractor)**

And

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

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

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

On behalf of the contractor:

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

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

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

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

**ANNEX 8**

## **PROPOSED MODEL FORM OF CONTRACT**

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This Contract dated [date] is made

**BETWEEN**

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

and

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

### **WITNESSTH**

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

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

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

## **Article 1**

### **Contract Documents**

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

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

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

1.1.3 Technical and financial proposal as Annex C

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 Forth, Annex C

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

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

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

## **Article 2**

### **Effective Date and Term**

- 2.1 This Contract shall take effect on the date both Parties have signed this Contract or if the Parties have signed it on different dates, the date of the latest signature (the “Effective Date”).
- 2.2 This Contract shall remain in effect for a period of [*Insert time period*] from the Effective Date, unless earlier terminated in accordance with the terms of this Contract.

## **Article 3**

### **Representations and Warranties**

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

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

## **Article 4**

### **Obligations of the Contractor**

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

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

<b>[LIST DELIVERABLES]</b>	<b>[INDICATE DELIVERY DATES]</b>
<i>[e.g.]</i>	
<i>Progress report</i>	<i>.././....</i>
<i>.....</i>	<i>.././....</i>
<i>Final report</i>	<i>.././....]</i>

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

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

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

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

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

- 4.8 The Contractor acknowledges that (i) UN Women shall have no obligation to provide any assistance to the Contractor in performing the Services other than as expressly set forth herein and in particular the TOR; and (ii) UN Women makes no representations as to the availability of any facilities or equipment which may be helpful or useful for performing the Services.
- 4.9 The Contractor shall at all times keep the premises free of accumulation of waste materials or rubbish caused by its operations. At the completion of the Services, the Contractor shall remove all its waste materials, rubbish, tools, equipment, machinery and surplus materials from, on and around the premises. If the Contractor fails to clean up the premises upon the completion of the Services, the UN may do so, and the Contractor shall be liable for the costs thereof.
- 4.10 In addition to its obligations under Article 25 (Observance of the Law) of the General Conditions, the Contractor shall be aware of and shall comply with all applicable international standards and local labor laws, ordinances, rules, and regulations pertaining to the employment of local and international staff in connection with the Services in countries where Services will be performed and the country where the Contractor is incorporated, including, without limitation, laws, ordinances, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments.
- 4.11 Except as expressly provided in this Contract, the Contractor shall be responsible at its sole cost for providing all the necessary personnel, equipment, material and supplies and for making all arrangements necessary for the performance and completion of the Services under this Contract.
- 4.12 Without limiting and further to Articles 2.1 and 2.2 of the General Conditions, the Contractor shall supervise and be fully responsible and liable for all work and services performed by its personnel, employees, officials, agents, servants, representatives and sub-contractors (or any of those sub-contractors' personnel, employees, officials, agents, servants and representatives) ("Personnel") and for their compliance with the terms and conditions of this Contract. The Contractor shall ensure that all Personnel performing Services under this Contract are qualified, reliable, competent, properly trained, and conform to the highest standards of moral and ethical conduct.
- 4.13 Without limiting and further to the General Conditions, the Contractor shall be fully responsible and liable for, and UN Women shall not be liable for (i) any action, omission, negligence or misconduct of the Contractor or its Personnel, (ii) any insurance coverage which may be necessary or desirable for the purpose of this Contract, or (iii) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel. The obligations under this Article do not lapse upon expiration or termination of this Contract.
- 4.14 The Contractor shall maintain for the term of the Contract detailed financial records, which clearly identify all funds received from UN Women and expended by the Contractor for the implementation of the Contract. The Contractor shall ensure that adequate systems of internal control are put in place to ensure that the financial management of this Contract is conducted with the highest level of due diligence.

- 4.15 In addition to its obligations under Article 20 (Audits and Investigations) of the General Conditions, the Contractor shall promptly notify UN Women of any legitimate suspicion on the part of the Contractor of fraudulent or corrupt activities or other wrongdoing by UN Women personnel, Contractor’s personnel (including its agents or subcontractors) or by other third parties through UN Women. Such notification shall be sent to UN Women in accordance with Article 10 (Notices) of this Contract. The Contractor acknowledges and agrees that this Article 4.15 is an essential term of the Contract and that any breach of this provision shall entitle UN Women to terminate the Contract or any other contract with UN Women immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 4.16 The Contractor expressly acknowledges and agrees that Article 25 (Observance of the Law) of the General Conditions includes, but is not limited to, Contractor’s obligation to undertake all reasonable efforts to ensure that: (a) none of the UN Women funds received under this Contract are used to provide support to individuals or entities associated with terrorism, and (b) the recipients of any amounts provided by UN Women hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>. This provision, as well as Article 25 (Observance of the Law) of the General Conditions, must be included in all sub-contracts or sub-agreements entered into by Contractor under this Contract.
- 4.17 Without limiting and in addition to Article 2.6 of the General Conditions, the Contractor shall ensure that its Personnel abide by all security regulations, policies and procedures of UN Women.
- 4.18 Without limiting and further to Article 6 (Insurance and Liability) of the General Conditions, the foregoing provisions of this Article 4, and Article 9A (Insurance) below, the Contractor shall ensure that all of its Personnel used to perform the Services in connection with this Contract are (i) medically fit to perform such Services, and (ii) adequately covered by insurance for any service-related illness, injury, death or disability. The Contractor shall submit proof of such medical fitness and such insurance satisfactory to the UN before commencing any Services under this Contract.”

## **Article 5**

### **Contract Price**

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

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

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

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

MILESTONE8 AMOUNT 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.

## 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**

#### **Security**

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

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

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

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

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

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

9C.4 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 10**

### **Notices**

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

If to the Contractor:

[Please insert address of Contractor]

Attn: [name/title]

Fax: [number]

Email: [email]

If to the UN Women:

[Please insert address of UN Women]

Attn: [name/title]

Fax: [number]

Email: [email]

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

### **Article 11**

#### **Amendment**

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

### **Article 12**

#### **Miscellaneous**

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

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

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

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

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

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

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

**FOR [NAME OF CONTRACTOR]**

**FOR UN WOMEN**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

## **GENERAL CONDITIONS OF CONTRACT -ANNEX A**

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**The General Conditions can be accessed at:**

<http://www.unwomen.org/~media/commoncontent/procurement/unwomen-generalconditionsofcontract-services-en.ashx>

ANNEX 10

## JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

(to be completed and returned with your technical proposal)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Annex 11

### SUBMISSION CHECKLIST

For email submissions:

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

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