

# Request for Proposal

Reference No.: FJI30RFP536

*Consultancy Company to undertake an Independent External Mid-term Evaluation of the Pacific Partnership to End Violence Against Women and Girls Programme*

*(Pacific Partnership)*

9 June 2020

Dear Sir/Madam,

**Subject: Request for Proposal (RFP) for Consultancy Company to undertake an Independent External Evaluation of the Pacific Partnership to End Violence Against Women and Girls Programme (Pacific Partnership)**

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) plans to procure ***the services of a Consultancy Company*** 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 I](#)) available from this link:  
<http://www.unwomen.org/-/media/headquarters/attachments/sections/about%20us/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)
3. The Proposal Instruction Sheet (PIS) -below- provides the requisite information (with cross reference numbers) which is further detailed in the [Instructions to Proposers \(Annex-I –see above link\)](#).

## PROPOSAL INSTRUCTION SHEET (PIS)

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

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

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
4.2	<b>Deadline for Submission of Proposals</b>	<p>Date and Time: Monday 22 June 2020 12:00 AM (EDT)</p> <p>[for local time reference, see <a href="http://www.greenwichmeantime.com">www.greenwichmeantime.com</a>]</p> <p>City and Country: <i>Suva, Fiji Islands</i></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 checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail</p> <p><input type="checkbox"/> Electronic submission of Proposal</p>
4.1	<b>Address for Proposal Submission</b>	<p><input checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail:</p> <p>UN Women Fiji MCO, Level 3 Kadavu House, Suva, Fiji Islands:</p> <ul style="list-style-type: none"> <li>- Both Technical &amp; Financial Envelopes to be sealed and labelled - “NOT TO BE OPENED BY REGISTRY”</li> <li>- For Personal Delivery – Drop-off both Technical &amp; Financial Proposal Envelope in the Tender Box Provided at Reception Desk.</li> </ul> <p><input checked="" type="checkbox"/> Electronic submission of Proposal:</p> <p><b>Technical Proposal:</b> <a href="mailto:fj-technical.proposal@unwomen.org">fj-technical.proposal@unwomen.org</a> <b>Financial Proposal:</b> <a href="mailto:fj-financial.proposal@unwomen.org">fj-financial.proposal@unwomen.org</a></p> <p>Proposals should be submitted to the designated address by the date and time of the deadline given.</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>	<p>Preferred Currency: <input checked="" type="checkbox"/> USD</p> <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>90 days</p> <p>If other, please indicate: <input type="text" value="n/a"/> 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 clarification should be addressed to the e-mail address: <a href="mailto:fiji.procurement@unwomen.org">fiji.procurement@unwomen.org</a></p> <p>Clarification emails should include a subject header in the following format:</p> <p>“FJI30RFP536, Request for Clarification, Company/Contractor Name”</p> <p>Proposers must not communicate with any other personnel of UN Women regarding this RFP.</p> <p><b><u>The e-mail address above is for clarifications ONLY.</u></b></p> <p><b><u>IMPORTANT: Do not send or copy the e-mail address above while submitting a proposal. Doing so will disqualify your proposal.</u></b></p>

2.5	<b>Pre-Proposal/Bid Meeting</b>	<input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Mandatory: <input type="checkbox"/> Optional:
3.9	<b>Proposal Security</b>	<input checked="" type="checkbox"/> 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	<b>Performance Security</b>	<input checked="" type="checkbox"/> 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.
3.2	<b>Waiver &amp; Release of Indemnity (If there is a site visit/inspection)</b>	<input checked="" type="checkbox"/> Not Required No site inspections/visits are necessary and therefore a waiver/release of indemnity is not required. <input type="checkbox"/> Required Return this Waiver to UN Women in advance of the site inspection, to the contact below; email to: _____

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

Yours sincerely,



**Sandra Bernklau**

*UN Women Representative – Fiji MCO*

## TERMS OF REFERENCE (TOR)

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### **For a company to undertake an Independent External Evaluation of the Pacific Partnership to End Violence Against Women and Girls Programme (Pacific Partnership)**

#### **Background**

Women in the Pacific region experience constant and continual inequalities, including low levels of participation in decision making, limited economic opportunities, restricted access to sexual and reproductive health and rights, and high rates of physical and sexual violence. Persistent challenges to women's equality include power imbalances, negative social norms and behaviours and patriarchy being reinforced through culture, religion, practice, policies and archaic laws. Violence against women and girls (VAWG) is a central barrier to gender equality and a cause of widespread violation of human rights across the Pacific. Preventing VAWG and promoting gender equality requires policy and programming approaches that prioritise transforming gender relations, empowering women and girls, and addressing attitudes and behaviours that undermine gender equality.

The Pacific Partnership to End Violence Against Women and Girls (Pacific Partnership) supports individuals, communities, civil society organisations (CSOs) and governments to address inequality and prevent violence against women and girls (VAWG) through a holistic, transformational and multi-sectoral approach that will generate direct results at the individual, relational, communal and societal levels of Pacific society. The three outcome areas in this programme comprise three approaches that are foundational, inter-related, and structured to progress social change complementarily.

The programme's overall objective of preventing VAWG and promoting gender equality is being achieved by challenging negative social norms and practices; enhancing awareness and practice of respectful relationships and gender equality among women, men, girls and boys; and increasing access to essential services for survivors of VAWG. The programme's objectives are being accomplished through focus on three essential intervention areas: (1) formal and informal education; (2) contextualized, community-based prevention approaches and access to quality multisectoral services for survivors of violence; and (3) establishment of accountability mechanisms as a result of increased advocacy and monitoring of the implementation of gender and VAWG commitments and policies at national and regional levels by civil society organisations (CSOs). These complementary approaches create a comprehensive programme to prevent VAWG and promote gender equality across communities and nations while producing promising practices on the prevention of VAWG in the Pacific.

The programme design includes research, learning, and knowledge management to synthesise and apply new evidence, emerging practices, and learning from approaches implemented and evaluated through this programme across the region; sustainable institutional capacity building; the promotion of Pacific-driven thought leadership; and partnership and coordination with a wide range of actors on preventing VAWG and promoting gender equality.

The programme is based on the following Theory of Change:

- IF (1) Communities, governments, civil society organizations, faith-based organizations, women’s organizations work at the individual and community level to support shifts in social norms, practices and structures that drive violence against women; and
- and IF (2) women and girls who experience violence have access to quality essential services (health, social service, police and justice) to recover from violence (UN Essential Services Package);
- THEN THERE WILL BE (3) a substantial reduction in VAWG and increased access to services for women to recover from violence;
- BECAUSE (4) gender equality and respect for women will be advanced through transformed social structures, norms and practices and (5) those experiencing violence will be empowered to recover and rebuild their lives with appropriate assistance and support.

This programme is funded by the European Union (EU), with targeted support from the Governments of Australia and New Zealand, and cost-sharing by UN Women. UN Women is the overall executing agency and responsible for Outcome 2 of the programme; UN Women implements the programme in partnership with the Pacific Community (SPC) and the Pacific Island Forum Secretariat (PIFS), who are responsible for Outcomes 1 and 3 of the programme, respectively.

A Programme Steering Committee (PSC) provides guidance and oversight to programme implementation. The PSC is comprised of representatives from the EU Delegation to the Pacific, Government of Australia’s Department of Foreign Affairs and Trade (DFAT), New Zealand’s Ministry of Foreign Affairs and Trade (MFAT), PIFS, SPC and UN Women. The PSC is co-chaired by the EU and PIFS with UN Women acting as secretariat. To facilitate coordination at a technical level, a Technical Coordination Committee functions with representatives of UN Women, SPC and PIFS, that meets monthly and is chaired by UN Women and on quarterly basis extends the fora to donors for coordination purposes.

As part of the programme monitoring, evaluation and learning framework, a mid-term evaluation was planned. Therefore, UN Women, as the coordinator of the programme and on behalf of the partnership is looking to contract a company with sufficient expertise to conduct the mid-term evaluation in accordance with the programme requirements.

## 2. Purpose and Use of the Evaluation

The Pacific Partnership programme has been implemented since January 2018 and is now at its current mid-point through the implementation time period. The programme’s evaluation schedule and the positioning of the Mid-term Evaluation and follow-on activities is as follows:

- Inception – 2018 (Year 1)
- Baseline research – 2019 (Year 2)
- Mid-term Evaluation – 2020 (Year 3)
- External Evaluation – 2022 (year 5)

The specific objectives of the Mid-term Evaluation are to:

- document and evaluate the Programme’s relevance, effectiveness, efficiency, coherence, and impact;
- Reflect on the progress of the programme and the validity of the Theory of Change given current context and revise if needed;
- Identify ‘what works’ and needs to be continued, what needs to stop, and what are the new adaptations required;
- Provide learnings, findings, conclusions, and recommendations to inform implementation for the remainder of the programme, as well as to guide the future direction and investment into the Pacific Partnership;

- *Facilitate learning between Pacific Partnership partners, donors and organizations working to end violence against women and girls in the Pacific.*

### **Use of the evaluation report**

The primary users of the Mid-term Evaluation are the Pacific Partnership Partners, senior management and programme teams, executives of the implementing entities, the Steering Committee, as well as other donors and development partners in the Pacific working in the EVAWG thematic area.

National stakeholders in the PICs where the programme is implemented are an important target audience for this evaluation as it will inform their work at country level. This includes national governments, civil society organisations, service providers and grantees.

Specifically:

- The evaluation findings will be used by the current Pacific Partnership implementing and donor partners for making strategic decisions on the overall future direction of the programme and its funding;
- The evaluation will be used by the donors, government and other partners to assess progress of the programme, and to inform future funding allocations;
- Both duty bearers and rights holders (particularly women and other groups subject to discrimination) are intended users of the evaluation, as they are the main stakeholders that the programme seeks to support. The evaluation findings will be used to improve assistance provided to these groups through the programme activities;
- The findings of the programme's mid-term evaluation will inform the programme's linkages to other work related to EVAWG in the Pacific including but not limited to the Pacific Women and Spotlight initiatives;
- The findings will further be used by programme partners as part of its continuing work to identify and strengthen linkages between the programme areas of: elimination of violence against women, women's political participation and leadership, climate change and disaster risk resilience and women's economic empowerment.

### **3. The Scope of the Evaluation**

The evaluation focuses largely on the 2018-2020 results roll-out implementation period, with some attention to the lessons and any evidence of the results at outcome/output level from the early phase of the programme. It will focus attention on the programme's Relevance, Efficiency, Effectiveness, Coherence, Impact and Sustainability, focusing at both macro and micro levels for the three outcome areas and the programme's eight key strategies. In alignment with the intention of the programme, much of the attention of the Mid-term Evaluation is focused on the strategic nature of the results, partnership and movement building rather than individual outputs.

Geographical coverage: There are ten target countries in the programme. However, evaluators will make field visits to the following focus countries:

- Fiji
- Kiribati
- Solomon Islands
- Vanuatu

And will conduct the evaluation in the other countries using remote approaches as well as local expertise.

**Due to current travel restrictions in the world and specifically in the Pacific, and the uncertainty of when the restrictions will be lifted, the evaluation company is requested to propose two options:**

**OPTION 1: with in country missions as described above.**

**OPTION 2: propose an innovative approach to undertake the evaluation without being able to travel in those countries.**

**Note:**

**the two options will need to be specifically and separately presented in the financial proposal as well.**

Stakeholder coverage: The evaluation will reach out to all principal stakeholders: the principal donors (EU, DFAT, MFAT); Pacific Partnership Co-delegates (UN Women, SPC, PIFS); Co-delegates' partners (there are over 60 in total); programme end users/beneficiaries, stakeholders working on EVAWG but not directly with the programme (such as other service providers, donors, etc). The evaluation report will include a stakeholder analysis map.

Substantive scope: The evaluation will analyse the relevance, effectiveness, efficiency, coherence, sustainability and adaptability of the programme's objectives in terms of results achieved against objectives and ownership of stakeholders and sustainability of programme outcomes.

Evaluation Approach: The evaluation approach, data collection and analysis methods must be clearly human rights-based and gender sensitive and in line with best practice on evaluating VAWG programmes. Some reference is made to:

- Integrating Human Rights and Gender Equality and social inclusion in Evaluations (UNEG Guidance) available at <http://www.uneval.org/document/detail/1616>
- UN Women Evaluation Handbook on how to manage gender-responsive evaluation available at <https://www.unwomen.org/en/digital-library/publications/2015/4/un-women-evaluation-handbook-how-to-manage-gender-responsive-evaluation>
- UNEG Norms and Standards available at <http://www.uneval.org/document/detail/1914>

Evaluation data is to be disaggregated by sex, age and disability.

#### **4. Evaluation questions**

The consultants should be guided but not limited to the scope of the evaluation questions listed below. The consultants should raise and address any other relevant issues that may emerge during the evaluation.

##### **4.1 Relevance**

- A. To what extent is the Pacific Partnership programme relevant to partner governments and civil society (national and regional), donor priorities and local communities? This should include consideration of international and regional policies; national legislation and development plans; and local needs.
- B. To what extent does the Pacific Partnership adapt to changing contexts, priorities and realities?
- C. To what extent is the Pacific Partnership applying innovative approaches in addressing VAWG? How are those innovations tested and checked?

#### 4.2 Coherence

- D. To what extent does the intervention add value while avoiding duplication of efforts in EVAWG in the countries where it is implemented? How is the intervention supporting and supported by other interventions in the EVAWG area in the Pacific, both external to the Pacific Partnership Partners as well as within the implementing entities? What challenges have been encountered?
- E. To what extent are the three Pacific Partnership programme partners (SPC, UN Women, PIFS) working in a coherent way, avoiding duplication and sharing best practices and lessons for programme implementation? What mechanisms are in place to enable linkages between different parts of the programme?

#### 4.2 Effectiveness

- F. To what extent have outcomes been achieved or has progress been made towards the outcomes?
- G. What factors, strategies, approaches and principles have contributed to progress toward outcomes, what hindered them and what else is needed? What have been key constraints and challenges? (consider: demand driven approaches, local ownership, mutual accountability, intensive capacity-building, convening, CSOs collaborating with Government, working through faith-based organisations, schools or sports groups, political leadership).

#### 4.3 Efficiency

- H. To what extent is the model of the Pacific Partnership, which brings together UN Women, Council of Regional Organisations in the Pacific (CROP) agencies and multiple donors, conducive to a well governed, well managed and accountable approach to addressing VAWG?
- I. To what extent was the programme cost effective and were outputs/activities delivered on-time and on-budget.
- J. To what extent is the project structure and resourcing, including staff structure at regional and national levels appropriate and efficient?

#### 4.4 Impact

- K. What results, expected and unexpected, direct and indirect, were produced by the program? To what extent was the programme able to reach and benefit women and girls, including women and girls with disabilities, living in remote and rural areas and with diverse gender identities? What has been the impact on systems and services at the local and national level?
- L. To what extent are women able to access quality, affordable, and accessible services to recover from violence? [Outcome 2 only]
- M. To what extent can the programme effectively communicate results and advocate for change?

#### 4.5 Sustainability

Insights into aspects of sustainability should be noted, and recommendations about sustainability included in the evaluation report. The Consultants are expected to identify alternate approaches and future models for delivery and lessons learnt.

- N. To what extent have changes occurred amongst individuals, communities, and institutions that extend beyond the life of the programme?
- O. To what extent has the Pacific Partnership increased partner's capacity to change harmful social norms, monitor national and regional commitments, and improve coordination and quality of services?
- P. To what extent is stakeholders' engagement likely to continue, be scaled up, replicated or institutionalized after external funding ceases?
- Q. To what extent has the Pacific Partnership built mechanisms of knowledge management and information sharing to inform EVAWG programming in the Pacific more broadly?

## 5. Information Sources

Existing information sources of the programme include: programme document, programme donor reports, monitoring, evaluation and learning framework, training reports, all partners' specific reports and M&E data, trainings and mission reports, etc. The list below is the minimum:

- a) Pacific Partnership Programme Document;
- b) Pacific Partnership Programme Monitoring, Evaluation and Learning Framework;
- c) Pacific Partnership knowledge, monitoring, evaluation and learning products
- d) Annual Donor progress reports;
- e) Annual Workplans;
- f) Implementing Partners internal corporate Strategic/Business Plans;
- g) Countries
- h) Pacific Regional Biennial Sustainable Development Report (2018).
- i) Pacific regional policy frameworks in relevant sectors including but not limited to PLGED, Pacific Platform for Action on Gender Equality and Women's Human Rights (PPA), Pacific Framework on the Rights of Persons with Disabilities (PFRPD), Pacific Regional Education Framework (PacREF)
- j) Pacific Islands' Forum National and Regional Action Plans for Ending Violence Against Women;;
- k) Pacific Islands Forum Leaders Communiques and Ministerial decisions
- l) Civil Society dialogue statements and papers
- m) Family and Health Safety Studies and VAW prevalence reports;
- n) CEDAW Concluding Observations for all eligible countries that have ratified the Convention;
- o) Partnership Agreements and MoUs
- p) Donors Gender related Strategies;
- q) Partners Progress Reports
- r) Pacific Partnership visibility and communications strategy – media, social media products

## 6. Methodology and process

The Mid-term Evaluation will include both qualitative and quantitative data collection.

The Team Leader will prepare a detailed draft evaluation plan which will be finalised following an inception meeting and consultations with UN Women, SPC, PIFS and the Evaluation Reference Group<sup>1</sup>. The draft evaluation plan will be prepared after desk evaluation of program documentation. Full evaluation of key documents will form part of the independent evaluation and will be conducted after the plan has been approved.

The evaluation plan should outline in detail the methodology to be used for assessing the outcomes of the programme; the process for information collection and analysis, including an emphasis on qualitative tools such as questionnaires and/or questions to be asked during discussions; identification of any challenges anticipated in achieving the evaluation objectives; allocation of tasks of the evaluation team; confirmation of the time frame for the evaluation; sampling method and selection criteria for programme sites to be visited; a consultation schedule identifying key stakeholders to be consulted and the purpose of consultations; and other activities/research to be undertaken.

The suggested methods for the evaluation include analyses of various sources of information, including in-depth desk evaluation and documentation analysis (programme's progress and donor

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<sup>1</sup> The reference group will be comprised of Pacific Partnership Implementing Partners, donors and key stakeholders to be identified during the inception phase

reports, workshops’ and mission reports, knowledge and advocacy products, previous evaluations and responses to evaluations, survey, and other appropriate documentation produced); conducting surveys of individual programmes, meeting with the programme partners; field visits to programme sites; in-depth interviews with key stakeholders, focus group discussions and other means to allow cross-validation of data. The methodology should be context specific and culturally responsive to the Pacific population where the programme is implemented.

**Note: The Methodology should take into account two scenarios (with or without ability to travel to countries of the evaluation) and hence the proponents are required to describe the proposed innovative approaches to undertake evaluation remotely or else how to adapt to the new challenges.**

The evaluation will make use of Appreciative Inquiry methods to discover what works well and to understand the elements of success so that they can be replicated.

Based on consultations with Co-delegates, the consultants will visit selected programme sites to validate the findings of the desk evaluation and documentation analysis, and identify best practices and lessons learned. To make this evaluation more participatory, there will be a stakeholder meeting at which the initial findings are presented. The Co-delegates will work with the evaluation team to make sure the meeting includes a wide variety of stakeholders, including some grantees and donors. The evaluation team will also hold separate meetings with and interview partners from government institutions, civil society organizations, as well as the UN Country Team and donor community.

The evaluation report will detail methodological measures for sampling and application of ethical standards. The evaluation will take care to address issues of informed consent and protection, in addition to applying human rights and gender equality principles throughout.

## 7. Tentative Programme Evaluation Timeline

The Programme Evaluation will be conducted according to the following tentative timeline:

### Stage 1: Preparation & Initial Desk Evaluation

Task	Responsible Party	Number of days	Remarks
Programme documents’ initial desk evaluation	Evaluation team	4	home-based
Development of evaluation plan, stakeholder analysis and preparation of an Inception Report	Evaluation team in cooperation with UN Women, SPC, PIFS	3	Home- based
Consultations with the Co-delegates and reference group to finalize the evaluation plan, identify programmes for in-depth analysis and reach an agreement on the proposed methods	Evaluation team in cooperation with UN Women, SPC, PIFS and the Evaluation Reference group	3	in Suva or remote

### Stage 2: Data Collection and Analysis

Task	Responsible Party	Number	Remarks
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		of days	
Develop data collection tools and instruments and test the tools.  The tools will need to be translated into specific language of the countries applied to and tested.	Evaluation team	20	in Suva or remote
Conduct field trips to programme sites, including in-depth interviews, survey(s) and focus group meetings	Evaluation team in cooperation with UN Women, SPC, PIFS for logistics	25	Various sites, overlapping time with team members
Conduct in-depth interviews and focus group meetings in the Pacific according to the agreed list	Evaluation team	10	in selected sites or remote
Data classification, systematization, and analysis	Evaluation team	5	in Suva or remote
Draft the initial report, which summarizes key findings and recommendations	Evaluation team	5	in Suva or remote

### Stage 3: Analysis and Dissemination of Evaluation Results

Activity	Responsible Party	Days	Remarks
Present initial findings and recommendations at a meeting including with UN Women, SPC, PIFS and the members of the evaluation reference group for initial feedback.	Evaluation team in cooperation with UN Women, SPC, PIFS and reference group	1	UN Women will organize the meeting in Suva or remote
Incorporate comments and feedback from the evaluation reference group meeting and prepare draft report	Evaluation team	6	Home-based
Share final draft report with UN Women, SPC, PIFS and the evaluation reference group and incorporate comments and feedback to revise and finalize the full evaluation report.	Evaluation team in cooperation with UN Women, SPC, PIFS and evaluation reference group	4	Home-based

Time frame for the consultancy: Estimated start date is mid-June 2020. The evaluation report is expected to be finalised by the of end October 2020.

## 8. Deliverables

Expected key products will include:

- **Deliverable 1:** An agreed evaluation inception plan report. The inception report should contain evaluation objectives and scope, description of evaluation methodology/methodological approach, data collection tools, data analysis methods, key informants/agencies, evaluation questions, performance criteria, issues to be studied, work plan and reporting requirements. It should include a clear evaluation matrix relating all these aspects. The inception report shows how each evaluation question will be answered by way of: proposed methods; proposed sources of data; and data collection procedures. The inception report should also include a proposed schedule of tasks, activities and deliverables, designating a team member with the lead responsibility for each task or product. To be presented to UN Women, SPC, PIFS and the evaluation reference group. Due in 2 weeks since the start date
- **Deliverable 2:** Present preliminary findings to UN Women, SPC, PIFS following data collection for evaluation.
- **Deliverable 3:** Present preliminary findings and recommendations to the evaluation reference group.
- **Deliverable 4:** Draft evaluation report to be submitted to UN Women, SPC, PIFS for evaluation.
- **Deliverable 5:** Draft evaluation report to be shared with reference group for evaluation and comments.
- **Deliverable 6:** An analytical and comprehensive final evaluation report not exceeding 50 pages (plus annexes) to be submitted to UN Women, SPC, PIFS. The report is to be written in a clear, concise and easily understood manner, making use of visual representations of data where possible. The evaluation report should be structured as follows:

Executive Summary (maximum five pages)

Programme description

Evaluation purpose

Evaluation methodology

Findings

Lessons learnt

Recommendations

Annexes (including interview list – without identifying names for sake of confidentiality/ anonymity, data collection instruments, key documents consulted, Terms of Reference).

## 9. Evaluation Report

The evaluation and report will be guided in structure and style by the good practice guidelines for evaluation reports, in particular the UN Evaluation Group (UNEG) Evaluation Report Standards.

## 10. Management of the evaluation

The evaluation team will work in close collaboration and consultation with programme staff and management structure as per the table below.

To inform participation in the evaluation and the evaluation reference group, the following refers:

<b>Who: Actors and Accountability</b>	<b>What: Key Roles and Responsibilities</b>
Programme Representative (UN Fiji MCO Representative or Deputy Representative) Principal or Deputy Representative)	<ul style="list-style-type: none"> <li>▪ Safeguard the independence of the evaluation exercise and ensure quality of evaluations</li> <li>▪ Responsibility of management responses to the evaluation</li> </ul>
Evaluation Reference Group (to be informed by stakeholder analysis and include UN Women, SPC, PIFS, EU, DFAT and MFAT)- to include internal and external stakeholders	<ul style="list-style-type: none"> <li>▪ Provide inputs on the management plan of the evaluation</li> <li>▪ Participate in the evaluation of the evaluation plan including evaluation design and methodology, sampling method and provide comments to the evaluation team and the UN Women Evaluation Task Manager.</li> <li>▪ Observe the process of the evaluation</li> <li>▪ Provide comments on the initial findings, the draft evaluation reports and final report, particularly regarding recommendations</li> </ul>
UN Women Evaluation Task Manager (EVAW Specialist/ Programme Manager)	<ul style="list-style-type: none"> <li>▪ Ensure the decisions to be made on time for the evaluation team</li> <li>▪ Facilitate a management response to the evaluation and ensure the implementation of committed actions in the management response</li> <li>▪ Facilitate recruitment and selection of the evaluation team</li> <li>▪ Facilitate communication between the evaluation team and senior management, programme staff and stakeholders</li> <li>▪ Monitor evaluation implementation and provide guidance to the evaluation team</li> <li>▪ Report to management and the Evaluation Reference Group on any significant deviation from the evaluation plan</li> <li>▪ Facilitate dissemination of evaluation draft and final findings to stakeholders</li> <li>▪ Help identify the programmes to be visited</li> </ul>
Co-delegates Deputy Task Managers - (names to be provided by the entities)	<ul style="list-style-type: none"> <li>▪ Ensure the close communication with the evaluation team during the whole evaluation process.</li> <li>▪ Clarify questions raised during the evaluation</li> <li>▪ Help identify the programmes to be visited, based on criteria established in the evaluation plan</li> <li>▪ Provide all the document information sources the evaluation team requires</li> </ul>
Programme Associates, UN Women, SPC and PIFS	<ul style="list-style-type: none"> <li>▪ Help arrange the travel to the programme sites and other logistic issues.</li> <li>▪ NOTE: Evaluation team may need to hire locally available assistants for logistical help, translations, etc.</li> </ul>

Evaluation team leader	<ul style="list-style-type: none"> <li>▪ Lead the whole evaluation process, with responsibility for delivery of the deliverables, implementation and reporting of the evaluation.</li> <li>▪ Work closely with and supervise the evaluation team members. Manage the evaluation process in timely manner</li> <li>▪ Communicate with UN Women, SPC, PIFS whenever it is needed</li> <li>▪ Conduct desk evaluation and interviews etc.</li> <li>▪ Conduct field visits to the programme sites identified and collect data.</li> <li>▪ Report to UN Women, SPC, PIFS and the evaluation reference group when required</li> <li>▪ Produce the inception report</li> <li>▪ Produce the final report</li> </ul>
Evaluation team members	<ul style="list-style-type: none"> <li>▪ Contribute to the whole evaluation process substantively</li> <li>▪ Share responsibilities for conducting desk evaluation and interviews.</li> <li>▪ Conduct field visits to the programme sites identified and collect data as needed</li> <li>▪ Provide substantive inputs to the inception report,</li> <li>▪ Provide substantive inputs to the final report.</li> </ul>

## 11. Team Composition

The evaluation team should be composed of at least 3 key members that include an experienced Team Leader, a senior VAWG expert (preferably with evaluation experience), a senior evaluation expert and evaluation assistants. The team leader should have expertise in programming processes. The team should be gender balanced and include national research assistants for target countries provided under the section “Geographical coverage”.

The lead evaluator is expected to lead the process and work closely with the national research assistant/s. S/he will function as the Team Leader, managing the evaluation process in a timely manner, and is primarily responsible for writing and producing the final report.

The evaluation team members will contribute to the process substantively, sharing responsibilities for conducting desk evaluation and interviews, provide substantive input to the report, and its evaluation. In the case that the lead evaluator is not from the Pacific, the evaluation team members should assist with contextualizing the evaluation.

### Required Expertise/Qualifications for the lead evaluator – Evaluation criteria with EVAWG specific

#### Team leader

- Advanced degree in relevant discipline (e.g., evaluation, management, gender, development and social studies, sociology, political science, etc.);
- Experience in conducting complex evaluations in the development field and with international organizations (at least 8 evaluations of which at least two as team leader)
- Previous experience in conducting evaluations on EVAWG or related themes would be considered an asset;

- At least 3 years of experience in results-based programming in support of women’s human rights, violence against women and gender equality or other social wicked problems;
- Excellent inter-personal and communication skills
- Excellent written and spoken English and presentational capacities
- Extensive knowledge of qualitative and quantitative evaluation methods
- Knowledge of the UN programming system a strong asset.
- Knowledge of the development context of the Pacific and preferably previous experience in development initiatives in the region;
- Excellent drafting and writing skills to produce and present concise and analytical reports and communicate clearly with evaluation stakeholders;
- Excellent interpersonal and teamwork skills.
- Fluent in English. Knowledge of other Pacific relevant languages will be an asset;

## **Required Expertise/Qualifications for the evaluation team members**

### **Senior VAWG Expert**

- Advanced degree in relevant disciplines (e.g., gender, development and social studies, sociology, political science, etc.);
- At least 7 years professional experience in VAWG field;
- At least 3 years of experience/knowledge of women’s movements;
- Knowledge of human rights issues, the human rights-based approach to programming, human rights analysis and related mandates;
- Knowledge of the development context of the Pacific and preferably previous experience in development initiatives in the region;
- Fluent in English. Knowledge of other Pacific relevant languages will be an asset;

### **Senior Evaluator**

- Advanced degree in relevant disciplines (e.g., gender, development and social studies, sociology, political science, etc.);
- At least 7 – 10 years practical experience in conducting evaluations of international policies and programmes utilizing a wide range of approaches and methods including utilization focused, gender and human rights-responsive, and mixed methods and background in social research;
- Strong knowledge of human rights issues, the human rights-based approach to programming, human rights analysis and related mandates;
- Knowledge of the UN programming is an asset;
- Knowledge of the development context of the Pacific and preferably previous experience in development initiatives in the region;
- Excellent analytical, facilitation and communications skills and ability to negotiate amongst a wide range of stakeholders;
- Fluent in English. Knowledge of other Pacific relevant languages will be an asset;

### **Research Assistants (at least for Fiji, Kiribati, Solomon Islands, Vanuatu)**

- degree in relevant disciplines (e.g., gender, development and social studies, sociology, political science, etc.);
- at least 2 year of experience involving analytical skills and ability to quickly grasp and synthesize information;
- Ability to work interactively with a team, often responding to varying requests under pressure;

- Excellent drafting skills in English and local language;
- Experience in evaluations. Research or M&E would be considered an asset;

## **12. Evaluation ethics**

Evaluations in the UN will be conducted in accordance with the principles outlined in UNEG Norms and Standards for Evaluation in the UN System, by the UNEG ‘Ethical Guidelines for Evaluation’, and ‘Integrating Human Rights and Gender Equality in Evaluations’<sup>2</sup>. These documents will be attached to the contract. Evaluators are required to read the Norms and Standards and the guidelines and ensure a strict adherence to it, including establishing protocols to safeguard confidentiality of information obtained during the evaluation.

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<sup>2</sup> <http://uneval.org/document/detail/1616>

## EVALUATION METHODOLOGY AND CRITERIA

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### 10 Evaluation

A two-stage procedure will be utilized in evaluating of the proposals; the technical proposal will be evaluated with a minimum pass requirement of [70%] of the obtainable 800 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 800 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 800 points and are determined to be compliant. Non-compliant proposals will not be eligible for further consideration.

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

- \* Technical proposal: 800 points
- \* Financial proposal: 200 points
- \* Total number of points: 1000 points

#### **Evaluation of financial proposal:**

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

A formula is as follows:

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

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

$\mu$  = price of the lowest priced proposal

z = price of the proposal being evaluated

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

#### **Evaluation of technical proposal:**

The technical proposal will be evaluated by UN Women 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 800 points):

<b>1.0 Expertise and Capability of Proposer</b>		<b>Points obtainable</b>	
Expertise of organization submitting proposal			
1.1	At least 10 years of proven experience in designing and undertaking programme evaluations  <i>40 pts for at least 10 years of relevant experience, 5p for each additional 2 years of relevant experience up to max 50 points</i>	50	
1.2	Quality assurance procedures	20	
1.3	Relevance of:	160	
	1.3.1 At least 5 previously undertaken evaluations of programmes in the area of Ending Violence Against Women and Girls  <i>60 pts for at least 5, 5pts for each additional EVAWG evaluation up to max 80 points</i>		80
	1.3.2. At least least 3 previously undertaken evaluations of similar size and complexity (regional or multi-country, multi-partner at regional level or other Flagship Programmes)  <i>50 pts for at least 3, 5p for each additional evaluation and additional 5 pts if the evaluation was on EVAWG related programmes. Up to max 80 points</i>		80
<b>Sub-total of the "Expertise of organization submitting proposal"</b>		<b>230</b>	
<b>2.0 Proposed Work Plan and Approach</b>		<b>Points obtainable</b>	
Proposed methodology			
2.1	The task is well understood and properly (in sufficient detail) addressed and correspond to the ToR including a realistic work plan	50	
2.2.	Proposal is based on a survey of the environment/specific Pacific context and data used.	60	
2.3.	The proposal makes use of innovative approaches specifically to undertake evaluations in conditions of travel restrictions and inability to travel for mission in countries	90	
<b>Sub-total of the "Proposed Work Plan and Approach"</b>		<b>200</b>	

3.0 Resource Plan, Key Personnel			Points obtainable
Personnel			
3.1.	<b>Team leader</b>  <b>Must criteria with no scoring (pass or fail):</b>  <b>-fluency in English</b>  <b>-Advanced degree in relevant discipline (e.g., evaluation, management, gender, development and social studies, sociology, political science, etc.)</b>	Sub-score	<b>110</b>
	Experience in conducting complex evaluations in the development field and with international organizations (at least 8 evaluation of which at least two as team leader)  <i>50 pts for 8 evaluations with two as team leader. Additional 10 pts for more than 8 evaluations and additional 15 pts for more than two as team leader</i>	80	
	At least 3 years of experience in results-based programming in support of women’s human rights, violence against women and gender equality or other social wicket problems  <i>10 pts for 3 years, 20 pts of more than 3 years</i>	20	
	Knowledge of the development context of the Pacific and preferably previous experience in development initiatives in the region	10	
	Sub-Score	<b>110</b>	
3.2	<b>Senior VAWG Expert</b>  <b>Must criteria with no scoring (pass or fail):</b>  <b>-fluency in English</b>  <b>-Advanced degree in relevant disciplines (e.g., gender, development and social studies, sociology, political science, etc.)</b>	Sub-score	<b>110</b>
	At least 7 years professional experience in VAWG field;  <i>30 pts for 7 years, 5 pts for each additional year up to 45 pts</i>	60	
	At least 3 years of experience/knowledge of women’s movements  <i>10 pts for 3 years, 5 pts for each additional year up to 45 pts</i>	30	

	Knowledge of the development context of the Pacific and preferably previous experience in development initiatives in the region	20	
	Sub-score	<b>110</b>	
	<b>Senior Evaluator</b>  <b>Must criteria with no scoring (pass or fail):</b>  <b>-Fluent in English</b>  <b>-Advanced degree in relevant disciplines (e.g., gender, development and social studies, sociology, political science, etc.);</b>	Sub-score	<b>100</b>
	At least 7 years practical experience in conducting evaluation of international policies and programmes utilizing a wide range of approaches and methods including utilization focused, gender and human rights-responsive, and mixed methods and background in social research  <i>40 pts for 7 years, 5 pts for each additional year up to 60 ppts</i>	60	
	Experience Strong knowledge of human rights issues, the human rights-based approach to programming, human rights analysis and related mandates	20	
	Knowledge of the development context of the Pacific and preferably previous experience in development initiatives in the region	20	
	Sub-score	<b>100</b>	
	<b>Research Assistants</b>  <b>Must criteria with no scoring (pass or fail):</b>  - <b>Nationals or residents of Fiji, Kiribati, Solomon Islands, Vanuatu and/or other Pacific Island Countries part of the Pacific Partnership</b>		
	degree in relevant disciplines (e.g., gender, development and social studies, sociology, political science, etc.);	20	
	at least 2 year of experience involving analytical skills and ability to quickly grasp and synthesize information	30	
	Sub-score	<b>50</b>	
	Total Resource Plan, Key Personnel		<b>370</b>
	<b>TOTAL</b>		<b>800</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 800 points for the technical proposal.

## FORMAT OF TECHNICAL PROPOSAL

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

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

Proposer is requested to include a *[one/half/quarter]* 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 regard to the requirements of the Terms of Reference, which can be established by supporting documentation including for example the most recent Audited Financial Statements duly certified by a public accountant.

*[Request for financial capacity of intuition should depend on the nature/complexity of the work, as defined in the TOR]*

#### 1.2 Adverse judgments or awards

- Include reference to any adverse judgment or award.

#### 1.3 General Organizational Capability

- Outline General Organizational Capability which is likely to affect performance (i.e. size of the organization, strength of project management support e.g. project management controls, global networking, financial stability).

- Include a description of past and present experience and relationships that have a direct relationship to the performance of the TOR. Include relevant collaborative efforts the organization may have participated in.
- Explain any partnerships with local or other organizations relevant to the performance of the TOR. Special attention should be given to providing a clear picture of roles, responsibilities, reporting lines and accountability. Letters of commitment from partners and an indication of whether some or all have worked together previously.

#### 1.4 Subcontracting

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

#### 1.5 Quality assurance procedures, risk and mitigation measures

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

#### 1.6 Relevance of Specialized Knowledge and Experience on Similar Projects

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

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

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

### 2.1 Analysis approach, methodology

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

2.2 Management - timeline, deliverables and reporting

- Provide a detailed description of how the management for the requested goods/services/works will be implemented in regard to the TOR

2.3 Environment-related approach to the service/work required

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

**Section 3.0: Resource Plan, Key Personnel**

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

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

3.2 Profile on Gender Equality

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

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 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**

Description	Percentage of total price	Price, USD (Lump Sum, All Inclusive)	Delivery time
Deliverable 1: Evaluation inception plan report	%		
Deliverable 2: Preliminary findings draft report	%		
Deliverable 3: Preliminary finding final report	%		
Deliverable 4: Draft evaluation report	%		
Deliverable 5: 2 <sup>nd</sup> Draft evaluation report	%		
Deliverable 6: Final approved report	%		
TOTAL	100%		

**B. Cost Breakdown by Resources**

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

Description	Quantity	Number of Unit	Unit Cost (USD)	Total Cost (USD)
Team Leader	1 person	Day/week/month		
Team Member				
...				
Operational cost Examples: 1. Estimated return tickets for travel (if any) 2. Accommodation and other expenses away from home (if any) 3. Local transportation 4. Any relevant overhead costs (report preparation, communication, stationary, etc.)				
Local support with translation, facilitating interviews, etc.				
Other .....				
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: *UN Women Fiji MCO*  
*Level 3 Kadavu House, Suva, Fiji Islands*

Date: *[insert date of Proposal Submission]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Proposal Solicitation Documents;  
We offer to supply in conformity with the Proposal Solicitation Documents the following  
*Independent External Mid-term Evaluation of the Pacific Partnership to End Violence Against Women and Girls Programme*
- (b) 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 **[\_90\_] days** from the date fixed for opening of proposals in the Request for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our proposal is accepted, we commit to obtain a performance security with the instructions under the Proposal Instruction Sheet;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from countries \_\_\_\_\_ *[insert the nationality of the proposer, including that of all parties that comprise the proposer]*
- (h) We have no conflict of interest in accordance with Clause 1.2 (*Eligible Proposers*) of the RFP Instructions to Proposers;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UN Women, in accordance with Clause 1.2 (*Eligible Proposers*) of the RFP Instructions to Proposers;
- (j) We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive.

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

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

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

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

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

## VOLUNTARY AGREEMENT

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

Between

**(Name of the Contractor)**

And

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

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

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

On behalf of the contractor:

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

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

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

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

## PROPOSED MODEL FORM OF CONTRACT

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*The Contract that will be signed by contractor below (model):*

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*]<sup>3</sup>

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 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.<sup>4</sup>

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

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<sup>3</sup> Modify order of priority of Annexes after the General Conditions, as appropriate, provided, however, the General Conditions should prevail over all other Annexes.

<sup>4</sup> If this clause is selected, make corresponding changes / references to “Initial Term” and “Extended Term” throughout the document.

**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.

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

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

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.<sup>5</sup>

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.

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<sup>5</sup> Insert references to any specific applicable standards.

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

4.13 Without limiting and further to the General Conditions, the Contractor shall be fully responsible and liable for, and UN Women shall not be liable for (i) any action, omission, negligence or misconduct of the Contractor or its Personnel, (ii) any insurance coverage which may be necessary or desirable for the purpose of this Contract, or (iii) any costs, expenses, or claims associated with any illness, injury, death or disability of the Contractor's Personnel. The obligations under this Article do not lapse upon expiration or termination of this Contract.

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

4.15 In addition to its obligations under Article 20 (Audits and Investigations) of the General Conditions, the Contractor shall promptly notify UN Women of any legitimate suspicion on the part of the Contractor of fraudulent or corrupt activities or other wrongdoing by UN Women personnel, Contractor's personnel (including its agents or subcontractors) or by other third parties through UN Women. Such notification shall be sent to UN Women in accordance with Article 10 (Notices) of this Contract. The Contractor acknowledges and agrees that this Article 4.15 is an essential term of the Contract and that any breach of this provision shall entitle UN Women to terminate the Contract or any other contract with UN Women immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

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

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

4.18 Without limiting and further to Article 6 (Insurance and Liability) of the General Conditions, the foregoing provisions of this Article 4, and Article 9A (Insurance) below, the Contractor shall ensure that all of its Personnel used to perform the Services in connection with this Contract are (i) medically fit to perform such Services, and (ii) adequately covered by insurance for any service-related illness, injury, death or disability. The Contractor shall submit proof of such medical fitness and such insurance satisfactory to the UN before commencing any Services under this Contract.”

4.19 The Contractor shall perform the Services using the personnel listed as key personnel below: [List] (collectively, the “Key Personnel”).<sup>6</sup>

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

## Article 5

### Contract Price

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

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

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

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

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

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

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<sup>6</sup> Insert list of Key Personnel if required.

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.

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

### Notices

9.1 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]*

9.2 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 10**

### **Amendment**

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

## **Article 11**

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

*CONTRACTOR RETAINS 1 ORIGINAL CONTRACT AND RETURNS TO UN WOMEN 1 DULY SIGNED AND DATED ORIGINAL.*

## GENERAL CONDITIONS OF CONTRACT

1. **LEGAL STATUS OF THE PARTIES:** The United Nations Entity for Gender Equality and the Empowerment of Women (UN-WOMEN) and the Contractor shall also each be referred to as a “Party” hereunder, and:
  - 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
  - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UN-WOMEN, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to UN-WOMEN by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:
  - 2.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
  - 2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UN-WOMEN, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
  - 2.3 At the option of and in the sole discretion of UN-WOMEN:
    - 2.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UN-WOMEN prior to such personnel’s performing any obligations under the Contract;
    - 2.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UN-WOMEN prior to such personnel’s performing any obligations under the Contract; and,
    - 2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UN-WOMEN has reviewed the qualifications of such Contractor’s personnel, UN-WOMEN may reasonably refuse to accept any such personnel.
  - 2.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
    - 2.4.1 UN-WOMEN may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.
    - 2.4.2 Any of the Contractor’s personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UN-WOMEN, which shall not be unreasonably withheld.
    - 2.4.3 The withdrawal or replacement of the Contractor’s personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
    - 2.4.4 All expenses related to the withdrawal or replacement of the Contractor’s personnel shall, in all

cases, be borne exclusively by the Contractor.

- 2.4.5 Any request by UN-WOMEN for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UN-WOMEN shall not bear any liability in respect of such withdrawn or replaced personnel.
- 2.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UN-WOMEN officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 2.5 Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of UN- WOMEN with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UN-WOMEN shall:
- 2.6.1 undergo or comply with security screening requirements made known to the Contractor by UN-WOMEN, including but not limited to, a review of any criminal history;
- 2.6.2 when within UN-WOMEN premises or on the United Nations property, display such identification as may be approved and furnished by the United Nations security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UN-WOMEN for cancellation.
- 2.7 Within one working day after learning that any of Contractor's personnel who have access to any United Nations premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UN-WOMEN about the particulars of the charges then known and shall continue to inform UN-WOMEN concerning all substantial developments regarding the disposition of such charges.
- 2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UN-WOMEN premises or on the United Nations property shall be confined to areas authorized or approved by UN-WOMEN. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UN-WOMEN premises or on United Nations property without appropriate authorization from UN-WOMEN.
3. **ASSIGNMENT:**
- 3.1 Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UN-WOMEN. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UN-WOMEN. Any such unauthorized delegation, or attempt to do so, shall not be binding on UN-WOMEN.
- 3.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that:*
- 3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings;  
*and,*
- 3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and,*
- 3.2.3 the Contractor promptly notifies UN-WOMEN about such assignment or transfer at the earliest opportunity; *and,*

- 3.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UN-WOMEN following the assignment or transfer.
4. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UN-WOMEN. UN-WOMEN shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UN-WOMEN reasonably considers is not qualified to perform obligations under the Contract. UN- WOMEN shall have the right to require any subcontractor's removal from UN-WOMEN premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.
5. **INDEMNIFICATION:**
- 5.1 The Contractor shall indemnify, defend, and hold and save harmless, UN-WOMEN, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UN-WOMEN, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:
- 5.1.1 allegations or claims that the possession of or use by UN-WOMEN of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UN-WOMEN under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,
- 5.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.
- 5.2 The indemnity set forth in Article 5.1.1, above, shall not apply to:
- 5.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UN-WOMEN directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*
- 5.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UN-WOMEN or another party acting under the direction of UN-WOMEN made such changes.
- 5.3 In addition to the indemnity obligations set forth in this Article 5, the Contractor shall be obligated, at its sole expense, to defend UN-WOMEN and its officials, agents and employees, pursuant to this Article 5, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.
- 5.4 UN-WOMEN shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UN-WOMEN or any matter relating thereto, for which only UN-WOMEN itself is authorized to assert and maintain. UN-WOMEN shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.
- 5.5 In the event the use by UN-WOMEN of any goods, property or services provided or licensed to UN-WOMEN by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual

property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

- 5.5.1 procure for UN-WOMEN the unrestricted right to continue using such goods or services provided to UN-WOMEN;
- 5.5.2 replace or modify the goods or services provided to UN-WOMEN, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,
- 5.5.3 refund to UN-WOMEN the full price paid by UN-WOMEN for the right to have or use such goods, property or services, or part thereof.

**6. INSURANCE AND LIABILITY:**

- 6.1 The Contractor shall pay UN-WOMEN promptly for all loss, destruction, or damage to the property of UN- WOMEN caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
- 6.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
  - 6.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
  - 6.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
  - 6.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,
  - 6.2.4 such other insurance as may be agreed upon in writing between UN-WOMEN and the Contractor.
- 6.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.
- 6.4 The Contractor acknowledges and agrees that UN-WOMEN accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.
- 6.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UN-WOMEN, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:
  - 6.5.1 name UN-WOMEN as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;
  - 6.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UN-WOMEN;
  - 6.5.3 provide that UN-WOMEN shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,
  - 6.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UN-WOMEN.
- 6.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

- 6.7 Except for any self-insurance program maintained by the Contractor and approved by UN-WOMEN for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UN-WOMEN. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UN-WOMEN with evidence, in the form of certificate of insurance or such other form as UN-WOMEN may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UN-WOMEN reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify UN-WOMEN concerning any cancellation or material change of insurance coverage required under the Contract.
- 6.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.
7. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UN-WOMEN against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UN-WOMEN.
8. **EQUIPMENT FURNISHED BY UN-WOMEN TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UN-WOMEN to the Contractor for the performance of any obligations under the Contract shall rest with UN-WOMEN, and any such equipment shall be returned to UN-WOMEN at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UN-WOMEN, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UN-WOMEN for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.
9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**
- 9.1 Except as is otherwise expressly provided in writing in the Contract, UN-WOMEN shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UN-WOMEN under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UN-WOMEN.
- 9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UN-WOMEN does not and shall not claim any ownership interest thereto, and the Contractor grants to UN-WOMEN a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 9.3 At the request of UN-WOMEN, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UN-WOMEN in compliance with the requirements of the applicable law and of the Contract.
- 9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UN-WOMEN, shall be made available for use or inspection by UN-WOMEN at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN-WOMEN authorized officials on completion of work under the Contract.

10. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UN-WOMEN OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UN-WOMEN, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UN-WOMEN or the United Nations, or any abbreviation of the name of UN- WOMEN or the United Nations in connection with its business or otherwise without the written permission UN- WOMEN.
11. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:
- 11.1 The Recipient shall:
- 11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; *and*,
- 11.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.
- 11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:
- 11.2.1 any other party with the Discloser’s prior written consent; *and*,
- 11.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:
- 11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,
- 11.2.2.2 any entity over which the Party exercises effective managerial control; *or*,
- 11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
- 11.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations including its subsidiary organs, the Contractor will give UN-WOMEN sufficient prior notice of a request for the disclosure of Information in order to allow UN-WOMEN to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 11.4 UN-WOMEN may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.
- 11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.
12. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**
- 12.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations

and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

12.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UN-WOMEN shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 13, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UN-WOMEN shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

12.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which UN-WOMEN is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas, or to any incidents of civil unrest occurring in such areas, shall not, in and of itself, constitute *force majeure* under the Contract.

### 13. TERMINATION:

13.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 16 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

13.2 UN-WOMEN may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UN-WOMEN applicable to the performance of the Contract or the funding of UN- WOMEN applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UN- WOMEN may terminate the Contract without having to provide any justification therefor.

13.3 In the event of any termination of the Contract, upon receipt of notice of termination that has been issued by UN-WOMEN, the Contractor shall, except as may be directed by UN-WOMEN in the notice of termination or otherwise in writing:

13.3.1 take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum;

13.3.2 refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice;

13.3.3 place no further subcontracts or orders for materials, services, or facilities, except as UN-WOMEN and the Contractor agree in writing are necessary to complete any portion of the Contract that is not terminated;

13.3.4 terminate all subcontracts or orders to the extent they relate to the portion of the Contract terminated;

13.3.5 transfer title and deliver to UN-WOMEN the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the portion of the Contract

- terminated;
- 13.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UN-WOMEN thereunder;
- 13.3.7 complete performance of the work not terminated; *and*,
- 13.3.8 take any other action that may be necessary, or that UN-WOMEN may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UN- WOMEN has or may be reasonably expected to acquire an interest.
- 13.4 In the event of any termination of the Contract, UN-WOMEN shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UN-WOMEN shall not be liable to pay the Contractor except for those goods delivered and services provided to UN-WOMEN in accordance with the requirements of the Contract, but only if such goods or services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UN-WOMEN or prior to the Contractor's tendering of notice of termination to UN- WOMEN.
- 13.5 UN-WOMEN may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:
- 13.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;
- 13.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;
- 13.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;
- 13.5.4 a Receiver is appointed on account of the insolvency of the Contractor;
- 13.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,
- 13.5.6 UN-WOMEN reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.
- 13.6 Except as prohibited by law, the Contractor shall be bound to compensate UN-WOMEN for all damages and costs, including, but not limited to, all costs incurred by UN-WOMEN in any legal or non-legal proceedings, as a result of any of the events specified in Article 13.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UN-WOMEN of the occurrence of any of the events specified in Article 13.5, above, and shall provide UN-WOMEN with any information pertinent thereto.
- 13.7 The provisions of this Article 13 are without prejudice to any other rights or remedies of UN-WOMEN under the Contract or otherwise.
14. **NON-WAIVER OF RIGHTS:** The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.
15. **NON-EXCLUSIVITY:** Unless otherwise specified in the Contract, UN-WOMEN shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UN-WOMEN shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.
16. **SETTLEMENT OF DISPUTES:**
- 16.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on

International Trade Law (“UNCITRAL”), or according to such other procedure as may be agreed between the Parties in writing.

- 16.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.
17. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.
18. **TAX EXEMPTION:**
- 18.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UN-WOMEN from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UN-WOMEN to determine a mutually acceptable procedure.
- 18.2 The Contractor authorizes UN-WOMEN to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN-WOMEN before the payment thereof and UN-WOMEN has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UN-WOMEN with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UN- WOMEN shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UN-WOMEN and paid by the Contractor under written protest.
19. **MODIFICATIONS:**
- 19.1 Pursuant to the Financial Regulations and Rules of UN-WOMEN, only the Chief Procurement Officer of UN-WOMEN, or such other Contracting authority as UN-WOMEN has made known to the Contractor in writing, possesses the authority to agree on behalf of UN-WOMEN to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UN-WOMEN unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief Procurement Officer of UN-WOMEN or such other contracting authority as UN-WOMEN has made known to the Contracting in writing.
- 19.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 19.1, above.
- 19.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any goods or services provided under the Contract shall not be valid and enforceable

against UN-WOMEN nor in any way shall constitute an agreement by UN-WOMEN thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 19.1, above.

**20. AUDITS AND INVESTIGATIONS:**

Each invoice paid by UN-WOMEN shall be subject to a post-payment audit by auditors, whether internal or external, of UN-WOMEN or by other authorized and qualified agents of UN-WOMEN at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UN-WOMEN shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UN-WOMEN other than in accordance with the terms and conditions of the Contract.

20.1 UN-WOMEN may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

20.2 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UN-WOMEN access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UN-WOMEN hereunder.

**21. LIMITATION ON ACTIONS:**

21.1 Except with respect to any indemnification obligations in Article 5, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 16.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

22. **ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UN- WOMEN to terminate the Contract or any other contract with UN-WOMEN immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

23. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UN-WOMEN in connection with the performance of its obligations under the Contract. Should any authority external to UN-WOMEN seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UN-WOMEN and provide all reasonable assistance required by UN- WOMEN. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UN-WOMEN or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UN-WOMEN.

24. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UN-WOMEN or the United Nations any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UN-WOMEN or the United Nations or the award thereof or for any other purpose intended to gain an advantage for the Contractor.

25. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.
26. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
27. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
28. **SEXUAL EXPLOITATION:**
  - 28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.
  - 28.2 UN-WOMEN shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

#### **SPECIAL CONDITION OF CONTRACT**

The Contractor shall take all appropriate measures to ensure that neither it, its parent entities (if any), nor any of the contractor's subsidiary or affiliated entities (if any) are engaged in any discriminatory employment practices, including those relating to recruitment, promotion, training, remuneration and benefits, against women.

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

## SUBMISSION CHECKLIST

For submissions by courier mail/hand delivery:

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

For email submissions:

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

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