

Request for Proposal Reference No.:

Evaluation of the National Action Plan for the Implementation of the National Strategy for Improving the Position of Women and Promoting Gender Equality in the Republic of Serbia

May 2015

Dear Sir/Madam,

Subject: Request for Proposal RFP SRB/2015-01 for the Evaluation of the National Action Plan for the Implementation of the National Strategy for Improving the Position of Women and Promoting Gender Equality in the Republic of Serbia

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) plans to procure the Evaluation of the National Action Plan for the Implementation of the National Strategy for Improving the Position of Women and Promoting Gender Equality in the Republic of Serbia 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:
 - i. This letter and Proposal Instruction Sheet (PIS)
 - ii. [Instructions to Proposers \(Annex I\)](#)
 - iii. [Terms of Reference \(TOR\) \(Annex II\)](#)
 - iv. [Evaluation Methodology and Criteria \(Annex III\)](#)
 - v. [Format of Technical Proposal \(Annex IV\)](#)
 - vi. [Format of Financial Proposal \(Annex V\)](#)
 - vii. [Proposal Submission Form \(Annex VI\)](#)
 - viii. [Voluntary Agreement for Promoting Gender Equality in the Workplace \(Annex VII\)](#)
 - ix. [Proposed Model Form of Contract \(Annex VIII\)](#)
 - x. [General Conditions of Contract \(Annex IX\)](#)
 - xi. [Joint Venture/Consortium/Association Information Form \(Annex X\)](#)
 - xii. [Submission Checklist \(Annex XI\)](#)
3. The Proposal Instruction Sheet (PIS) -below- provides the requisite information for the [Instructions to Proposers](#)

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

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
4.2	Deadline for Submission of Proposals	Date and Time : <i>June 15, 2015 5:00 PM</i> City and Country: <i>Belgrade, Serbia</i> (for local time reference, see www.greenwichmeantime.com) This is an absolute deadline, proposal received after this date and time will be disqualified.
4.1	Manner of Submission	<input checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail
4.1	Address for Proposal Submission	Personal Delivery/ Courier mail/ Registered Mail : UN Women (UNICEF Building) Svetozara Markovica 58, Belgrade, Serbia
3.1	Language of the Proposal:	<input checked="" type="checkbox"/> English
3.4.2	Proposal Currencies	Preferred Currency: RSD
3.5	Proposal Validity Period commencing after the deadline for submission of proposals (see 4.2 above)	Other, please indicate below If other, please indicate: <input type="text" value="60"/> days.
2.4	Clarifications of solicitation documents	Requests for clarification shall be submitted <input type="text" value="5"/> days before the deadline for submission of proposal.
	Contact address for requesting clarifications on the solicitation documents	Requests for clarification should be addressed to the e-mail address: info.serbia@unwomen.org Proposers must not communicate with any other personnel of UN Women regarding this RFP.

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,

Asya Varbanovic

Gender Specialist

UN Women Programme Office in Serbia

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INSTRUCTIONS TO OFFERORS - Annex I

1. INTRODUCTION

1.1 General

- a) Proposers are invited to submit a Proposal for the goods/services/works described in the Terms of Reference (TOR) (Annex II), in accordance with these Solicitation Documents in the form of a Request for Proposal (RFP). All correspondence in relation to this RFP shall be sent to the contact address set out in the Proposal Instruction Sheet (PIS) found in the Invitation Letter.
- b) Proposers must strictly adhere to all the requirements of the RFP. No changes, substitutions or other alterations to the requirements stipulated in the RFP may be made unless in writing by UN Women.
- c) Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by the RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in and requirements of the RFP.
- d) Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UN Women. No binding contract, including a process contract or other understanding or arrangement will exist between the Proposer and UN Women and nothing in or in connection with this RFP shall give rise to any liability on the part of UN Women unless and until the Contract is signed by UN Women and the successful Proposer. UN Women is under no obligation to award a contract to any Proposer as a result of the RFP.
- e) UN Women may, at its discretion, cancel the requirement in part or in whole.
- f) UN Women implements a policy of zero tolerance on proscribed practices, including fraud¹, corruption², collusion³, unethical practices⁴, and obstruction⁵. UN Women is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UN Women as well as third parties involved in UN Women activities. UN Women therefore:
 - (i) will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;
 - (ii) will declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a UN Women contract;
 - (iii) will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a UN Women contract;
 - (iv) will normally requires a UN Women vendor to allow UN Women, or any person that UN Women may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.
- g) All Proposers must adhere to the [UN Supplier Code of Conduct](http://www.un.org/depts/ptd/pdf/conduct_english.pdf), which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

¹ any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead thereby enabling a proposer to obtain a financial or other benefit or to avoid an obligation;

² offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of the Procuring UN Women Entity;

³ an arrangement between two or more proposers designed to achieve an improper purpose, including to influence improperly the actions of the Procuring UN Women Entity;

⁴ behavior that constitutes a conflict of interest, or that is contrary to the policies and requirements of doing business with UN Women, including but not limited to post-employment and gifts and hospitality provisions;

⁵ deliberately destroying, falsifying, altering or concealing of evidence material to an investigation or making false statements to investigators in order to materially impede UN Women investigation into allegations of a corrupt, fraudulent, coercive or collusive practice, and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing an investigation,

- h) Information relating to the examination, evaluation, and comparison of Proposals and the recommendation of contract award shall be treated with appropriate confidentiality. Except as otherwise set out herein, UN Women shall not disclose information to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

1.2 Eligible Proposers

This RFP is open to all international and national organizations that can provide the requested goods/services/works, and are legally constituted or represented in the procuring country. A Proposer may be a private, public or government-owned legal entity or any combination of them in the form of associations(s) including joint ventures or consortiums with a formal intent to enter into an agreement. UN Women encourages Proposal submissions from women led/owned qualified organizations and from developing countries/regions.

Proposers should not have been engaged, directly or indirectly, in the preparation of any part of this RFP document or Annexes.

Proposer shall not be eligible to submit a proposal when at the time of Proposal submission:

- a) Proposer is suspended by UN Women, or, the UN Procurement Division (UN/PD);
- b) Proposer's is on the list maintained by the Security Council of individuals and entities subject to the sanctions measures by General Assembly resolutions 1267 (1999), 1333 (2000), 1390 (2002), as reiterated in resolutions 1455 (2003), 1526 (2004), 1617 (2005), 1735 (2006), 1822 (2008), 1904 (2009), 1989 (2011) and 2083 (2012);
- c) Proposer has been declared ineligible by the World Bank;
- d) Proposer has any pending disputes or litigation with United Nations organizations, specialized agencies or any of its member states;
- e) Proposers are not legally constituted under existing law or regulations of their and/or beneficiaries country, and if requested by UN Women, Proposer has not submitted copies of supporting documentation defining, for example, the constitution or legal status, place of registration, and principal place of business of the Proposer, as required; or
- f) Proposer has a conflict of interest. Proposer may be considered to have a conflict of interest with one or more parties in this solicitation process, if they are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UN Women to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods/Services/Works to be purchased under these Solicitation Documents.

1.3 Cost of Proposal

The cost of preparing a proposal, attendance at any pre-proposal conference, meetings or oral presentations shall be borne by the proposers, regardless of the conduct or outcome of the solicitation process. The Proposer shall not in any way include these as a direct cost of the assignment.

Proposals must offer the services for the total requirement; proposals offering only part of the services will be rejected unless the option of submitting a proposal for any or all lot/s of the requirement has been expressly stated in the terms of reference/statement of work.

2. SOLICITATION DOCUMENTS

2.1 Contents of Solicitation Documents

Proposals must offer goods/services/works for the *total* requirement. Proposals offering only part of the requirement will be rejected.

2.2 Proposers' Responsibility to Inform Themselves

Proposers shall be responsible to inform themselves in preparing their Proposal. In this regard, Proposers shall ensure that they:

- a) Review the solicitation documents to ensure they have a complete copy;
- b) Examine and fully inform themselves in relation to all aspects of the solicitation documents, including the proposed model form of Contract and all documents included or referred to in the RFP;
- c) Obtain and examine all other information relevant to the goods/services/works and the TOR available on reasonable enquiry;
- d) Verify all relevant representations, statements and information, including those contained or referred to in the RFP or made orally during any clarification meeting or any discussion with UN Women, its employees or agents;
- e) Attend any Pre-Proposal Meeting that is mandatory under this RFP;
- f) Fully inform and satisfy themselves as to the requirements of any relevant authorities and laws that apply or may in the future apply to the provision of the requested goods/services/works; and
- g) Form their own assessment of the nature and extent of the goods/services/works requested and properly account for all the services in their Proposal.

Proposers acknowledge and agree that the RFP does not purport to contain all relevant information in relation to the goods/services/works and is provided solely on the basis that Proposers shall be responsible for making their own assessment of the matters referred to in the RFP, including the contract. Proposers acknowledge that they have not relied upon any information not included in this RFP, and that UN Women, its employees, and agents made no representations or warranties (express or implied) as to the accuracy, decency or completeness of this RFP or any other information provided to the Proposers.

2.3 Errors or Omissions

Proposers shall immediately notify UN Women in writing with full detail of any ambiguities, errors, omissions, discrepancies, inconsistencies, or other fault in any part of the RFP.

Proposers shall not benefit from such ambiguities, errors, omissions, discrepancies, inconsistencies or other faults.

2.4 Clarification of Solicitation Documents

Any request for clarification of the RFP Documents must be sent in writing at the mailing address indicated in the PIS. UN Women will respond in writing and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all prospective Proposers. Responses to clarification requests will be binding on all Proposers.

2.5 Pre-Proposal Meeting

Unless otherwise instructed in writing by UN Women, a Pre-Proposal Meeting will only be held if stated in the PIS, at the time and place and in accordance with any instructions indicated in the PIS.

If the PIS states that a Pre-Proposal Meeting shall be mandatory, a Proposer who does not attend the Pre-Proposal Meeting shall be ineligible to submit a Proposal under this RFP.

The names of representatives of Proposers who will attend the Pre-Proposal Meeting shall be submitted in writing by the Proposers to the UN Women contact person as listed in the PIS, including the full name and position of each representative at least 24 hours before the Pre-Proposal Meeting is to be held.

UN Women will not issue any formal answers to question from Proposers regarding the RFP or Proposal process during the Pre-Proposal Meeting. All questions shall be submitted in accordance with Article 2.4. The Pre-Proposal Meeting shall be conducted for the purpose of providing background information only. Without limiting Article 2.5, Proposers shall not rely upon any information, statement or representation made at the Pre-Proposal Meeting unless that information, statement or representation is confirmed by UN Women in writing.

UN Women shall prepare minutes of the Pre-Proposal Meeting and shall communicate them in writing in the form indicated on the PIS to all Proposers who received the solicitation documents from UN Women shortly after the Pre-Proposal Meeting.

2.6 Amendments of Solicitation Documents

At any time prior to the deadline for submission of Proposals, the UN Women procuring entity may, for any reason, amend the Solicitation Documents.

Prospective Proposers will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Proposers reasonable time, the UN Women procuring entity may, at its discretion, extend the deadline for the submission of Proposals, in accordance with [Clause 4.2](#).

3. PREPARATION OF PROPOSALS

3.1 Language of the Proposal

The Proposals and all correspondence and documents relating to the Proposal shall be written in the **English language**, unless otherwise indicated in the Proposal Instruction Sheet (PIS).

3.2 Documents Comprising the Proposal

The Proposer is required to complete, sign, and submit the following documents; **in addition to the hard copy, please also provide the information on CD-R**

- a) *Proposal submission form*. Duly signed and dated with the proper authorization for the person signing the Proposal, indicated by written power of attorney;

- b) *Technical Proposal*, including documentation to demonstrate that the Proposer meets all requirements;
- c) *Joint Venture, Consortium/Associations Form*. In the case of a joint venture, consortium/association, the relevant form indicated in the invitation letter must be completed, signed and submitted along with the Technical Proposal;
- d) *Financial Proposal*; (Submitted in a separate envelope and provided also on a **separate CD-R**)
- e) *Proposal Security* (if applicable); and
- f) *Performance security* (if applicable).

3.3 Technical Proposal

The technical component of the Proposal should be concisely presented and structured in the format contained in Annex IV, "Format of Technical Proposal".

To ensure proper understanding of the requirements, include any assumptions, as well as comments on the data, support services and facilities to be provided by UN Women as indicated in the TOR, or as you may otherwise believe to be necessary.

3.3.1 Expertise and Capability of Proposer

In order to provide corporate orientation, the Proposer shall provide all relevant support documentation including the Proposer's entity Profile; Proposer's entity legal registration certificates; Reference list of similar projects; and any other appropriate document.

3.3.2 Proposed work plan and approach

The Proposer shall demonstrate its responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

3.3.3 Resource Plan, key personnel

The Proposer should fully explain its availability of resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Proposer's current capabilities/facilities and any plans for their expansion.

The Technical Proposal should not contain any pricing information whatsoever on the goods/services/works offered. Pricing information shall be separated and only contained in the appropriate Financial Proposal.

It is mandatory that the Proposer's Proposal numbering system corresponds with and cross-references the numbering system used in the "Format of Technical Proposal," Annex IV. References to supporting documentation, including descriptive material and brochures should be included in the text of the Proposal and the supporting documentation attached as annexes to the Proposal Information which the Proposer considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

3.4 Financial Proposal

3.4.1 Proposal prices

The Proposer shall indicate in an appropriate Financial Proposal, the format for which is attached at Annex V, the prices of goods/services/works it proposes to supply under the contract.

3.4.2 Proposal currencies

Prices in the Financial Proposal shall be quoted in the currency indicated in the PIS. For comparison and evaluation purposes, UN Women will convert the figures contained in the Financial Proposal into USD at the official applicable UN rate of exchange on the closing date of the RFP. Proposals with no fixed price will be disqualified and will not be considered for evaluation.

3.5 Proposal Validity Period

All proposals shall remain valid and open for acceptance for a period instructed in the PIS form after the date specified for receipt of proposals. A proposal valid for a shorter period may be rejected. In exceptional circumstances, UN Women may solicit the proposer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A proposer granting the request will not be required nor permitted to modify its Proposal.

3.6 Format and Signing of Proposals

The Proposal shall be typed or written in indelible ink and shall be signed by the Proposer or a person or persons duly authorized to bind the Proposer to the contract.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Proposer, in which case such corrections shall be initialed by the person or persons signing the Proposal.

3.7 Payment

UN Women shall effect payments to the Contractor for the performances of services rendered or good delivered to the satisfaction of UN Women. The payments will be disbursed upon receiving the deliverables. Advance payments may not be made unless in exceptional circumstances and with appropriate authorization. Any request for advance payment should be justified and documented and submitted in the Financial Proposal. In such cases, UN Women will normally require a Performance Security.

3.8 Joint Venture, Consortium/Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium/association at the time of the submission of the Proposal, they shall confirm in their Proposal that:

- a) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture, consortium/association jointly and severally, and this shall be duly evidenced by the respective entitled document among the legal entities, which shall be submitted along with the Proposal; and
- b) if they are awarded the contract, the contract shall be entered into, by and between UN Women and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture, consortium/association. The composition or the constitution of the joint venture, consortium/association shall not be altered without the prior consent of UN Women.

After the Proposal has been submitted to UN Women, the lead entity identified to represent the joint venture, consortium/association shall not be altered without the prior written consent of UN Women. Furthermore, neither the lead entity nor the member entities of the joint venture, consortium/association may submit another Proposal, either in its own capacity; nor as a lead entity or a member entity for another joint venture, consortium/association submitting another Proposal.

The description of the organization of the joint venture, consortium/association must clearly define the expected role of each of the entity in the partnership in delivering the requirements of the RFP, both in the Proposal and the joint venture, consortium/association. All entities that comprise the partnership shall be subject to the eligibility and qualification assessment by UN Women.

Where a joint venture, consortium/association is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture, consortium/association; and
- b) Those that were undertaken by the individual entities of the joint venture, consortium/association expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by persons working in an individual capacity but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture, consortium/association or those of its members, but should only be claimed by the individual themselves in their presentation of their individual credentials.

3.9 Proposal Security

Where a Proposal Security is required, the Proposal Security shall be submitted in original and included along with the Technical Proposal, in the manner and for the amount indicated in the PIS. UN Women reserves the right to liquidate the Proposal Security, in the event of any or a combination of the following conditions:

- a) If the Proposer withdraws its Proposal after the deadline for submission, or;
- b) In the case the successful Proposer fails to:
 - i. sign the Contract resulting from this RFP process in accordance with the terms and conditions set forth in this RFP, including if applicable, for variation of requirement, as per RFP Clause 7.2; or
 - ii. furnish Performance Security, comply with insurances requirements, or other documents that UN Women may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

UN Women may reject the proposal in its entirety if the Proposal Security amount is found to be less than what is required by UN Women as indicated in the PIS.

The Proposal Security shall be issued by a regulated financial institution such as banks certified by the central bank of the country where the bank is located in the case of a banking institution. UN Women may, at its discretion, reject any Proposal Security that does not comply with this requirement.

The Proposal Security shall remain valid throughout the Proposal Validity Period. After which the Proposal Security will automatically become null and void, unless a dispute arises in relation to the Proposal Security.

Proposal Security of unsuccessful Proposers shall be returned. Unsuccessful Proposers shall organize with UN Women to collect their Proposal Security. UN Women will make this available to Proposers within fifteen days after UN Women and the successful Proposer have entered into the contract.

4. SUBMISSION OF PROPOSALS

4.1 Sealing and Marking of Proposals

Your proposal comprising technical proposal and financial proposal shall be submitted in accordance with the below instruction(s);

The Financial Part and the Technical Part of proposals MUST BE COMPLETELY SEPARATED into two separate envelopes.

A) **Mail/courier/personal delivery:** The Financial Part and the Technical Part of proposals MUST BE COMPLETELY SEPARATED into two separate envelopes and each of them must be sealed individually and **clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”**, as appropriate. These two envelopes can then be placed into a single envelope. The Proposals are to be delivered to and marked as follows;

UN WOMEN Office (UNICEF Building) Svetozara Markovica 58 11000 Belgrade, Serbia RFP SRB/2015-01 NOT TO BE OPENED BEFORE June 15 2015, 5.00 PM
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- Both inner envelopes must be clearly marked with the following information:

UN WOMEN

Address, City, County

Submission 1 of 2: (name of Proposer)

Technical Proposal

UN WOMEN

Address, City, County

Submission 2 of 2: (name of Proposer)

Financial Proposal

If the inner envelopes are not sealed and marked as per the above and information provided in PIS, the UN Women procuring entity will not assume responsibility for the Proposal's misplacement or premature opening.

Bids will not be considered and will be rejected in cases where:

- i. Proposals submitted to any other address or location, or copied to an e-mail address other than dedicated bid secure e-mail addresses as instructed above;
- ii. Proposals sent via the correct route after having been sent incorrectly;
- iii. If the Technical and Financial Proposals are sent in the same PDF file;
- iv. If financial information is included in the technical proposal.

4.2 Deadline for submission of Proposals

Proposals must be received by the UN Women procuring entity at the address specified in the PIS no later than the time and date specified in the PIS (for local time ref, see www.greenwichmeantime.com). Proposals received later shall be disqualified. It shall be the sole responsibility of the Proposers to ensure that their Proposal is received before the deadline. Proposers are reminded that it can take some time to transmit the files via e-mail so they should submit their proposal well before the deadline.

The UN Women procuring entity may, at its own discretion extend the deadline for the submission of Proposals by amending the solicitation documents by written notice.

4.3 Modification and Withdrawal of Proposals

The Proposer may withdraw or modify/correct its Proposal after the Proposal's submission, provided that written notice of the withdrawal or modification is received by the UN Women procuring entity prior to the deadline prescribed for submission of Proposals.

The Proposer's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of [Clause 4.1: Sealing and Marking of Proposals](#). The withdrawal notice may also be sent by e-mail but must be followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of Proposals.

No Proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the period of Proposal validity specified by the Proposer on the Proposal Submission Form.

5. OPENING AND EVALUATION OF PROPOSALS

5.1 Opening of Proposals

UN Women will open the Proposals in the presence of a Committee formed in accordance with its regulations, rules, policies and procedures.

Subject to clarifications as set out below, a Proposer shall not be permitted to correct or withdraw material deviations or reservations in a Proposal once the Proposal has been opened.

5.2 Confidentiality

Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process until publication of the Contract Award.

Any effort by a Bidder to influence UN Women in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Proposal. Notwithstanding this instruction, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact UN Women on any matter related to the bidding process, it should do so in writing.

5.3 Clarification without Material Deviation

To assist in the examination, evaluation and comparison of proposals, UN Women may at its discretion, ask the Proposer for clarification of its proposal, without material deviation, reservation, or omission. The request for clarification and the response shall be in writing and no change in price or substance of the proposal shall be sought, offered or permitted.

Proposal with a material deviation, reservation, or omission include proposals that:

- a) affect in any substantial way the scope, quality, or performance of the requested services in the RFP; or,
- b) propose to limit in any substantial way the rights and obligation of the parties; or,
- c) if rectified, would unfairly affect the competitiveness of other proposals.

5.4 Preliminary Examination

Prior to the detailed evaluation of each Proposal UN Women will undertake a preliminary examination of the Proposals. UN Women may reject any Proposal during the preliminary examination which does not comply with the requirements set out in this RFP, without further consultation with the Proposer, including in cases where:

- a) The Proposal is incomplete (i.e., does not include all required information and documents as specified in the PIS, [Section 3: Preparation of Proposals](#)), frivolous, or contains material deviations from or reservations to the RFP including any documentation contained therein;
- b) The Proposer is not eligible as per [Clause 1.2: Eligible Proposers](#);
- c) The Proposal has not been duly signed and/or not signed on the relevant signature-blocks;
- d) The validity of the Proposal is not in accordance with the requirements of the RFP [Clause 3.5: Proposal Validity](#);
- e) [If required as per solicitation documents] The Proposal Security is not submitted or does not meet requirements;

- f) The Technical and Financial Proposals have not been submitted separately;
- g) The pricing information is included in the Technical Proposal;
- h) Proposer failed to attend a mandatory Pre-Proposal meeting, if required;
- i) Proposals and modification to Proposals submitted to any other address or location, or copied to an e-mail address other than the address specified under [Section 4: Submission of Proposals](#).
- j) Proposal sent via the correct route after having been sent incorrectly.

UN Women will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. UN Women's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence. A Proposal determined as not substantially responsive will be rejected by UN Women and may not subsequently be made responsive by the Proposer by correction of the non-conformity.

6. EVALUATION METHODOLOGY AND CRITERIA

UN Women shall evaluate Proposals pursuant to Annex III: "Evaluation Methodology and Criteria".

7. AWARD OF CONTRACT

7.1 Award criteria

The UN Women procuring entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without any obligation to provide any notice, explanation or justification therefore.

Prior to expiration of the period of Proposal validity, the UN Women procuring entity will award the contract to Proposer who obtains the highest score according to the Evaluation Methodology and Criteria.

7.2 UN Women Procuring Entity's right to vary quantity at time of award

UN Women reserves the right to vary, at the time of award of Contract, the quantity of services and/or goods, or scope of work, by up to a maximum twenty five per cent (25%) of the original TOR, without any change in the unit price or other terms and conditions.

7.3 Signing of the contract

The UN Women procuring entity will send the successful bidder the Contract which constitutes the Notification of Award.

Within 5 working days of receipt of the Contract the successful Proposer shall sign and date the Contract and return it to the UN Women procuring entity. Proposer should review the proposed contract and all documentation attached thereto with due diligence prior to submitting their proposer and/or signing the contract. Should there be a need to delay; Proposer shall inform UN Women in writing.

7.4 Performance Security

If performance security is required, as stated in the PIS. The successful Proposer will be required to provide the performance security using the Performance Security Form contained in the RFP and in accordance with the requirements of the Contract, within 10 working days of the receipt of the Contract from the UN Women.

Failure of the successful Proposer to comply with the requirement of Clause 7.3 or Clause 7.4 shall constitute sufficient grounds for the cancellation of the award and forfeiture of the Proposal Security if any, in which event the UN Women Procuring entity may make an alternate award or institute a new RFP.

7.5 Vendor Protest

UN Women's [vendor protest procedure](#) provides an opportunity for appeal to proposer(s) who believe that they were not treated fairly. This [link](#) provides further details regarding UN Women's vendor protest procedures.

Proposers, their subsidiaries, agents, intermediaries and principals must cooperate with the Office of Internal Oversight Services (OIOS) of the United Nations, UN Women Internal Audit and Investigations Group (IAIG) as well as with other investigations authorized by the Executive Director and with the UN Women Ethics Office as and when required. Such cooperation shall include, but not be limited to the following: access to all employees, representatives, agents and assignees of the Proposer; as well as production of all documents requested, including financial records. Failure to fully cooperate with investigations will be considered sufficient grounds to allow UN Women to repudiate and terminate the contract, and to debar and remove the supplier from UN Women's list of registered suppliers.



Annex II Terms of Reference of the Evaluation of the National Action Plan for the implementation of the Serbia Strategy for Improving the Position of Women and Promoting Gender Equality (NAP)

I. Background and Context

In 2014 UN Women initiated in Serbia cooperation with the Coordination Body for Gender Equality, a body established by the Government Decision⁶ in October 2014, which is mandated to coordinate Government` actions in the area of gender equality with the view of promoting women`s rights and gender equality. The Coordination Body for Gender Equality is presided by the Deputy Prime Minister and Minister for Construction, Transport and Infrastructure, while the other members are Government Secretary, Minister for Labour, Employment, Social and Veteran Affairs, Ministry of Defence` State Secretary, Ministry of Interior` State Secretary and the Director of the Republic of Serbia Chamber of Commerce. The Coordination Body, according to the the Rules and Procedures for Governing Functioning of the Coordination Body for Gender Equality⁷ “consider all issues and coordinate work of authorities of state administration related to gender equality with the aim of advancement of gender equality in the Republic of Serbia. The Coordination Body submit its proposals, opinions and expert explanations to the Government, ministries, special organisations, other authorities and expert organisations that have gender equality within the scope of their competence.” The Coordination Body for Gender Equality is the lead institution initiating, leading, coordinating and supporting the processes of development of the national level strategic framework on gender equality and the empowerment of women.

In March 2015, UN Women and the Coordination Body for Gender Equality signed the Memorandum of Understanding outlining a broad framework of cooperation in the following areas:

- a. Development of the institutional and operational capacity of the Coordination Body for Gender Equality;
- b. Supporting key strategic goals in the area of gender equality in the Republic of Serbia;
- c. Ensuring participatory dialogue with key stakeholders, including civil society organizations and members of Parliament;
- d. Development and implementation of joint projects in key areas of gender equality.

⁶ <http://www.mgsi.gov.rs/lat/dokumenti/odluka-o-formiranju-koordinacionog-tela-za-rodnu-ravnopravnost>, Official Gazette RS, number 121/2014

⁷ <http://www.mgsi.gov.rs/lat/dokumenti/poslovnik-o-radu-koordinacionog-tela-za-rodnu-ravnopravnost>, article 2

Serbia national strategic framework and international commitments on gender equality and the empowerment of women

The Government of the Republic of Serbia adopted the National Strategy for Improving the Position of Women and Promoting Gender Equality for the period 2009 - 2015⁸, which set the basis for the establishment of systematic measures to ensure women's human rights are "an inseparable part of the universal human rights and, as such, guaranteed, respected and protected"⁹. Although equality between women and men is an integral part of the legislation system of the Republic of Serbia, existing data show that women in Serbia have a weaker position than men in different areas of socio-economic life, such as labour market participation and employment, earnings, participation in public and political life, experience of discrimination and gender-based violence, etc.

The strategy was aligned with the Beijing Platform for Action¹⁰, the UN Convention on Elimination of All Forms of Discrimination against Women (CEDAW)¹¹ which was ratified by the Republic of Serbia in 1981, and with other UN documents and Council of Europe's that refer to gender equality and position of women¹². The basic principles of the Strategy was to serve for development of the policies of equal opportunities and improvement of women's human rights. The main objective of the strategy is "to provide opportunities for ensuring the creation of systemic, institutional and development solutions for the achievement of equal opportunities in various aspects of the life of women and men."

The strategy defines six strategic priorities:

- 1) Increasing women's participation in decision-making processes and achieving gender equality;
- 2) Improving the economic status of women and achieving gender equality;
- 3) Achieving gender equality in education;
- 4) Improving the health of women and promoting gender equality in health policy;
- 5) Preventing and combating all forms of violence against women and to provide a comprehensive system of protection for women victims of violence;
- 6) Eliminating gender stereotypes in the media and the promotion of gender equality.

The strategy "defines a complete, harmonized state policy with the purpose to eliminate discrimination against women, improve their position and integrate the gender equality principle in all spheres of functioning of system institutions, as one of the elements of a wider democratization of the society."¹³

National Action Plan for the Implementation of the National Strategy for Improving and Promoting Gender Equality¹⁴ (NAP) determines the activities in the period 2010-2015. It has been developed with the objective of enabling stakeholders to achieve the objectives of the Strategy. The NAP defines in detail the roles and responsibilities of the implementing partners, as well as the institutional mechanisms that should enable the attainment of planned goals. For each objective of the Strategy, the Action Plan defines the activities, the expected outcomes of proposed activities and the (qualitative and quantitative)

⁸ Official Gazette RS, No. 15/09

⁹ National Strategy for Improving the Position of Women and Promoting Gender Equality 2009 – 2015, para 16

¹⁰ <http://beijing20.unwomen.org/>

¹¹ <http://www.un.org/womenwatch/daw/cedaw/>

¹² National Strategy for Improving the Position of Women and Promoting Gender Equality 2009 – 2015, para 10

¹³ National Strategy for Improving the Position of Women and Promoting Gender Equality 2009 – 2015, para 1

¹⁴ http://www.gendernet.rs/files/dokumenta/Engleski/Serbian/Plan_of_Action_for_the_implementation_of_the_National_strategy.pdf

indicators based on which the implementation of the Strategy will be monitored and outcomes evaluated.¹⁵ A special chapter of the Action Plan is devoted to the system for monitoring and evaluation of the implementation of proposed activities, which contains reporting mechanisms, forms and methodology for all proposed activities of the specific and overall objectives defined in the Strategy. National action plan states that ...”Planned activities are determined based on the previously assessed needs....and special attention was given so that their implementation could be feasible, that they could be supported both by the institutions and the civil sector, that the activities were harmonized with each other, and that long-term accumulation of positive changes brings to a deep and permanent transformation of gender relations in Serbia.....”¹⁶

In July 2013, at its 55th session, the Committee on the Elimination of Discrimination against Women issued Concluding Observations to the State of Serbia, and requested Serbia to report to on two priority recommendations two years after, i.e. in July 2015¹⁷. One of these is Concluding Observation No. 17, which specifically calls upon Serbia to allocate resources to national strategies, mechanisms and action plans aimed at the elimination of discrimination against women and request its` effective implementation. Specific focus has been placed on development of indicators and benchmarks as an integral part of a monitoring and evaluation system which will ensure regular measure of progress and would enable Serbia to address setbacks in the improvement of the situation of women.¹⁸

By the end of 2015, both the National Strategy for Improving the Position of Women and Promoting Gender Equality, 2009-2015¹⁹ and the National Plan of Action for the Implementation of the National Strategy for Improving and Promoting Gender Equality 2010-2015²⁰, the main strategic documents of the Republic of Serbia in the field of gender equality will expire. As the National Plan of Action for Improving and Promoting Gender Equality 2010-2015 is at its final stage of implementation, final evaluation of the NAP will be undertaken with the aim to take a stock of what has been achieved under this strategic framework and to initiate a participatory dialogue and consultations on the strategic priorities for the new strategy, as requested by women`s CSO and other stakeholders in the area of gender equality.

II. Evaluation Purpose and Use

Under the scope of second priority area of cooperation between UN Women in Serbia and the Coordination Body for Gender Equality, defined in the signed Memorandum of Understanding “Supporting key strategic goals in the area of gender equality in the Republic of Serbia“, and in line with the CEDAW Committee Concluding Observations to the Republic of Serbia, UN Women Serbia, the Coordination Body for Gender Equality, the Social Inclusion and Poverty Reduction Unit (SIPRU) and the

¹⁵ http://www.gendernet.rs/files/dokumenta/Engleski/Serbian/Plan_of_Action_for_the_implementation_of_the_National_strategy.pdf, para 4

¹⁶ http://www.gendernet.rs/files/dokumenta/Engleski/Serbian/Plan_of_Action_for_the_implementation_of_the_National_strategy.pdf

¹⁷ <http://www2.ohchr.org/english/bodies/cedaw/cedaws55.htm>

¹⁸ CEDAW Concluding Observation 17: The Committee calls upon the State party to: (a) Allocate substantial and sustained resources, both human and financial, to all national strategies, mechanisms and action plans aimed at elimination of discrimination against women, especially disadvantaged women and ensure their effective implementation; (b) Take measures to harmonize its national strategies and action plans, in particular with the ones at the local level, and enhance coordination between sectorial policy-making and implementation and horizontal and vertical coordination between the national and local levels as well as to monitor and regularly evaluate the process of their implementation through reporting on progress achieved; (c) Adopt gender specific measures in current and new national strategies, and action plans to prevent and eliminate inequality and intersectional discrimination of disadvantaged women; and (d) Accelerate the development of indicators and benchmarks as an integral part of a monitoring and evaluation system, and ensure their regular use to measure progress and address setbacks in the improvement of the situation of women.

¹⁹ <http://www.gs.gov.rs/english/strategije-vs.html>

²⁰ http://www.gendernet.rs/files/dokumenta/Engleski/Serbian/Plan_of_Action_for_the_implementation_of_the_National_strategy.pdf

Secretariat for Public Policies will jointly commission the evaluation of the National Plan of Action for the Implementation of the National Strategy for Improving and Promoting Gender Equality 2010-2015.

The main purpose of the evaluation is to assess the progress made by the Government of Serbia and its key partners, in the framework of the National Plan of Action, for the Implementation of the National Strategy for Improving and Promoting Gender Equality 2010-2015. In addition, the purpose of this evaluation is to assess effectiveness and efficiency in NAP implementation, to validate the results in terms of achievements and to assess continued relevance of NAP priority areas and to generate knowledge for future NAP.

The evaluation will follow a participatory approach that will include consultation with key stakeholders, including from civil society organizations. The evaluation will also draw lessons learned and recommendations for future NAP to ensure future synergies of the different national bodies. This evaluation aims to contribute to results-based management through a participatory approach that documents results achieved, challenges to progress, and contributions to the dialogue and consultations on the strategic priorities for the new strategy on gender equality in Serbia.

The evaluation will also have a forward looking focus and will aim to provide key recommendations for the development of the new strategy, based on the lessons learned from the implementation of the current strategy and will also provide forward looking recommendation on the roles of all key stakeholders to ensure linkages and mutual synergies of the different national bodies.

The information generated by the evaluation will be used by different stakeholders to build on evidence based information on effective strategies for addressing the needs of women in Serbia. The evaluation results will be used to support the Coordination Body for Gender Equality and other partners in developing and prioritizing actions under the new Strategy for gender equality.

III. Key stakeholders involved in the evaluation management structure

Coordination Body for Gender Equality, Government of the Republic of Serbia

The Coordination Body for Gender Equality was established by the Government Decision²¹ with a mandate to coordinate Government` actions in the area of gender equality with the view to promoting gender equality. The Coordination Body for Gender Equality is presided by the Deputy Prime Minister and Minister for Construction, Transport and Infrastructure. According to the Rule book²² “the Coordination Body consider all issues and coordinate work of authorities of state administration related to gender equality with the aim of advancement of gender equality in the Republic of Serbia. The Coordination Body submit its proposals, opinions and expert explanations to the Government, ministries, special organisations, other authorities and expert organisations that have gender equality within the scope of their competence.²³ The Coordination body for Gender Equality is the lead institution initiating, leading, coordinating and supporting the process of the evaluation of the National Action Plan and is the key partner and the beneficiary of this assignment.

²¹ <http://www.mgsi.gov.rs/lat/dokumenti/odluka-o-formiranju-koordinacionog-tela-za-rodnu-ravnopravnost>, Official Gazette RS, number 121/2014

²² <http://www.mgsi.gov.rs/lat/dokumenti/poslovnik-o-radu-koordinacionog-tela-za-rodnu-ravnopravnost>

²³ <http://www.mgsi.gov.rs/lat/dokumenti/poslovnik-o-radu-koordinacionog-tela-za-rodnu-ravnopravnost>, article 2

Social Inclusion and Poverty Reduction Unit (SIPRU) of the Government of Serbia

The Government of Serbia established the Social Inclusion and Poverty Reduction Unit (SIPRU) in July 2009, with a mandate to strengthen Government capacities to develop and implement social inclusion policies and to provide support to the Government to coordinate, monitor and report on the efforts of the Government of Serbia in the field of social inclusion. SIPRU supports the building of capacities and processes with the aim of a more effective development and implementation of social inclusion policies in all public administration bodies, so that the Republic of Serbia is enabled to report on: establishing the monitoring system based on social inclusion indicators, developed and integrated social inclusion policies, strengthened and development capacities of public administration to implement and report on the social inclusion process. The SIPRU operates at the central government level in Serbia, working across all ministries and government agencies with the ultimate aim of supporting poverty reduction and social inclusion processes. The SIPRU is responsible for supporting Government's efforts to develop and implement social inclusion policies based on the European best practices. Furthermore, the SIPRU shall support the Government of Serbia to coordinate, monitor, report and provide advice on the Government's social inclusion efforts in the promoting social inclusion process in the Republic of Serbia.²⁴

The Government Social inclusion agenda will be mainstreamed and thereby become an integrated part of regular activities of relevant institutions on all Government levels. Thus social inclusion priorities will be reflected in the Government's regular planning and budget processes. SIPRU effectively promotes and coordinates the activities on social inclusion, under which is gender equality as of the main horizontal issues. Therefore, SIPRU is engaged to gender mainstreaming into policies by initiating and supporting implementation of the activities that relates to the various aspects of gender equality in the Republic of Serbia.

Republic Secretariat for Public Policies

Republic Secretariat for Public Policies (RSPP) has been established as a separated governmental institution based on the Law on Ministries and has been put in place on April 26th 2014. This Law proclaims that RSPP has a mandate to: analyze, identify needs and drafting of initiatives for delivery of strategic documents by which public policies are determined; secure compatibility of drafts of strategic documents which aim to determine public policies; draft laws altogether with adopted documents which determine public policies in the process of their adoption; draft initiatives for enhancement of procedures for drafting strategic documents which determine public policies; preparation of all strategic documents which determine public policies from the area of work of all institutions of state administration, as well as other area of designation proclaimed by Law on Ministries.

RSPP also conducts professional work which refers to implementation of regulatory reform and analysis of effects which line ministries and other organizations are preparing, as well as drafting initiatives for replacement of inefficient regulations and participates in the training of state servants which operate on the analysis of the effect of regulations. Main functions of RSPP are to support Government of Serbia in determination of strategic goals and monitoring of the implementation and coordination of implementation of certain public policies; offer analytical support to planning of strategic goals and monitoring of the effects of public policies of the Government; offer a support to quality assurance of public policies and regulations; harmonization of the planning system as a whole; macroeconomic analysis of effects of public policy and analysis of separated priorities of public policies for the need of the

²⁴ <http://sociojalnoukljucivanje.gov.rs>

Government of Serbia. ²⁵RSPP has a mandate to be involved in strategic processes both in the evaluation of the ones expiring and quality assurance of the process of drafting new strategies.

United Nations Entity for Gender Equality and the Empowerment of Women

UN Women in Serbia is supporting the Government of Serbia in achieving results that respond to country priorities, that were identified jointly under the framework of UNDAF²⁶ and Development Results Framework (DRF) for Serbia, a part of the UN Women regional framework of the Strategic Plan for Europe and Central Asia 2015-2017 of the UN Women Regional Office in Istanbul, Turkey. UN Women in Serbia is working towards development results in the impact areas of women's economic empowerment, combating violence against women, enhancing gender responsive policy making and budgeting, and supporting the women, peace and security agenda. UN Women in Serbia is working with different national and UN partners, in the framework of several projects and initiatives, some of which are ongoing and others expected to be undertaken in the forthcoming period towards strengthening institutional and policy framework for gender equality and enhancing gender sensitive local governance, planning and budgeting. Furthermore, UN Women is supporting the integration of gender perspective in national and provincial level budgeting, in the context of introducing of programme budgeting, investing efforts in the area of enhancing access to justice for women from marginalized groups as well as towards enhancing knowledge and institutional capacities in relation to employment of marginalized women. UN Women is providing advisory services and coordination support to the UN Resident Coordinator and the UN Country Team in Serbia in the field of gender equality and women's empowerment around programming, improved accountability and partnership building.

IV. Evaluation Management Structure

The evaluation will be a consultative, inclusive and participatory process and will ensure the participation of women CSOs representing various groups of women from various regions in Serbia. Special attention will be given to representativeness of all target groups of women including rural women, Roma women, women with disability, older women, women victims of violence, women from various parts of Serbia, etc.

Evaluation Management Group

An Evaluation Management Group (EMG) will be conformed and will be the main decision-making body for the evaluation and is composed of designated representatives from the Coordination Body for Gender Equality, the Social Inclusion and Poverty Reduction Unit and the Secretariat for Public Policies and UN Women in Serbia. The EMG will be responsible for the overall management of the evaluation and will oversee the day to day business of the evaluation and communication with the Evaluation Team. UN Women Serbia representative and the representative of the Social Inclusion and Poverty Reduction Unit will be responsible for day-to-day management of the evaluation. Coordination for the field visits, including logistical support will be primarily the responsibility of the Social Inclusion and Poverty Reduction Unit.

²⁵ <http://www.rsjp.gov.rs/>

²⁶ United Nations Development Assistance Framework

Evaluation Reference Group

An Evaluation Reference Group (ERG) will be established to ensure that the evaluation approach is relevant to stakeholders, and to make certain that factual errors or errors of omission or interpretation are identified in evaluation products. The reference group will provide input at key stages of the evaluation: inception report; draft and final reports. The ERG will be consulted on key aspects of the evaluation process. The group will be composed to ensure that all relevant perspectives are represented, including from CSOs.

V. Evaluation Objectives, Criteria and Questions

The evaluation will assess progress and challenges for each of the six strategic areas covered by NAP, with measurement of the specific results achievements and gaps and how and to what extent these have affected overall progress. It will consist of a desk review, in-depth interviews with key stakeholders, such as the Coordination Body for Gender Equality the government institutions mandated to implement activities in one or more NAP areas, and women's CSOs specialized in one or more areas of NAP or addressing the needs and representing the interests of specific groups of women, such as Roma women, rural women, women with disabilities etc.

The specific evaluation objectives are as follows:

- Assess effectiveness and efficiency in progressing towards the achievement of the gender equality and women's empowerment objectives, as defined in the National Action Plan for the Implementation of the National Strategy for Improving and Promoting Gender Equality 2010-2015 (NAP);
- Assess the relevance of the six priority areas defined in the current NAP, and identify emerging issues which should be addressed by the new NAP;
- Identify areas that were not included in the NAP where steps forward in the field of gender equality have been made;
- Assess the potential for sustainability of the results achieved by NAP;
- Document lessons learned, best practices and challenges to inform future work in addressing women's needs in the Republic of Serbia including recommendations for using the evaluation findings in the development of the new strategic document on gender equality.
- Provide key recommendations to key stakeholders involved in the development of the next NAP, including recommendation to UN Women on the key focus areas for the "development and implementation of joint projects in key areas of gender equality²⁷".

The evaluation will include Relevance, Effectiveness, Efficiency and Sustainability criteria. More specifically, the evaluation will address the following evaluation questions that will be further refined once the evaluation team is recruited:

- Relevance: i) Were the priority area of NAP appropriate to address the needs of targeted beneficiaries? ii) Is design of NAP appropriate to the complexity of national structures, systems and

²⁷ As above mention in March 2015, UN Women and the Coordination Body for Gender Equality signed the Memorandum of Understanding outlining a broad framework of cooperation in different areas, including the development and implementation of joint projects in key areas of gender equality.

decision-making processes in the state of Serbia? iii) How does NAP reflect and align with other national strategic plans and normative frameworks and Serbia` international obligations and commitments in the field of women`s rights and gender equality? Are the defined priority areas appropriate to address root causes of inequalities and the achievement of GEEW in Serbia?

- Effectiveness: i) What has been the progress made towards achievement of the expected general and specific results included in the NAP? ii) To what extent have been the results achieved? iii) What are the key factors contributing to the achievement or non-achievement of the expected results of the NAP? iv) To what extent have capacities of government actors influenced the achievements of the results? v) Does the NAP have effective monitoring mechanisms in place to measure progress towards results? vi) To what extent were relevant stakeholders included in the planning and implementation of the NAP? vii) Was the participation of key stakeholders to support the achievement of the objectives of the NAP well-articulated?
- Efficiency: i) Have resources (financial, human, technical support, etc.) been allocated strategically to achieve the NAP results? ii) Were there any constraints (e.g. political, practical, bureaucratic) identified in the implementation of the different actions and what level of effort was made to overcome these challenges?
- Sustainability: i) How effectively has NAP contributed to the establishment of effective partnerships and development of national capacities? ii) What is the likelihood that the benefits from NAP will be maintained for a reasonably long period of time after the NAP expiration? iii) Do national/local institutions demonstrate leadership, commitment and technical capacity to continue working in the area of gender equality?

VI. Scope of the Evaluation

The final evaluation of the NAP will be conducted externally with the support of the above described EMG composed by representatives of the Coordination Body for Gender Equality, the Social Inclusion and Poverty Reduction Unit, Secretariat for Public Policies and UN Women in Serbia. The evaluation will cover almost the full NAP implementation period that started in January 2010 and will end in December 2015, since the evaluation will assess the results achieved until June 2015.

The evaluation will cover all six priority areas included in the NAP:

- 1) Increasing women's participation in decision-making processes and achieving gender equality
- 2) Improving the economic status of women and achieving gender equality
- 3) Achieving gender equality in education
- 4) Improving the health of women and promoting gender equality in health policy
- 5) Preventing and combating all forms of violence against women and to provide a comprehensive system of protection for women victims of violence
- 6) Eliminating gender stereotypes in the media and the promotion of gender equality

Whereas the area “Preventing and combating all forms of violence against women and to provide a comprehensive system of protection for women victims of violence” will be evaluated until the adoption of the National Strategy for Preventing and Combating Violence against Women in Family and in Intimate Partner Relationships.

The geographical scope for the evaluation includes the implementation of the NAP in the state of Serbia.

VII. Methodology and evaluation questions

The evaluation will be a transparent and participatory process involving relevant stakeholders and partners involved in the implementation of the NAP. The evaluation will follow gender equality and human rights principles, as defined in the UN Women Evaluation Policy²⁸ and adhere to the United Nations norms and standards for evaluation in the United Nations system²⁹. The evaluation methodology will employ mixed methods. A more detailed evaluation methodology will be proposed and agreed with the evaluation team and will be presented in the evaluation inception report.

The evaluation data collection and analysis phase process will include a desk review of the available data of the implementation of the NAP, in-depth analysis of key documents, and supplemented with additional interviews and focus group discussions with key stakeholders. The evaluation will include field visits, and will deploy a number of evaluation methods ranging from document review, interviews, focus groups, rapid assessment surveys, observation etc.

The evaluation team should develop a sampling frame (area and population represented, rationale for selection, mechanics of selection, limitations of the sample) and specify how it will address the diversity of stakeholders in the intervention. The evaluation team should take measures to ensure data quality, reliability and validity of data collection tools and methods and their responsiveness to gender equality and human rights; for example, the limitations of the sample (representativeness) should be stated clearly and the data should be triangulated (cross-checked against other sources) to help ensure robust results.

VIII. Evaluation Process, duties and responsibilities of the Evaluation Team

The evaluation processes will include the next stages:

- **Preparation** phase: This includes the stakeholder analysis and establishment of the management the reference groups, development of the ToR, and recruitment of the evaluation team.
- **Conduct**: this includes the initial data collection, the delivery of the evaluation inception report, data collection and analysis.
- **Reporting** phase: this phase includes presentation of preliminary findings, draft and final reports.
- **Use and follow up** phase: this related to the evaluation management group and includes the development of a management response, dissemination of the evaluation products, and follow up to the implementation of the management response.

The outline above corresponds to the entire evaluation process from preparation, to conduct, reporting and follow up and use. The evaluation team will only be responsible for the conduct and reporting phase.

Corresponding with the conduct and reporting stages of the evaluation process, the duties and responsibilities of the evaluation team will be as follows:

²⁸ UN Women, *Evaluation policy of the United Nations Entity for Gender Equality and the Empowerment of Women* (UNW/2012/12), <http://www.unwomen.org/en/digital-library/publications/2012/10/evaluation-policy-of-the-united-nations-entity-for-gender-equality-and-the-empowerment-of-women>

²⁹ United Nations Evaluation Group, Norms and Standards for evaluation in the United Nations system, access at: http://www.uneval.org/normsandstandards/index.jsp?doc_cat_source_id=4

- To conduct inception meetings with the EMG including representatives of the Coordination Body for Gender Equality, Social Inclusion and Poverty Reduction Unit, Secretariat for Public Policies and UN Women and the ERG;
- To undertake in depth desk review including of: National Strategy, NAP, State Reports of the NAP Implementation, UN Common Country Assessment and other available documents and reports documenting the implementation of NAP;
- To elaborate and submit the detailed inception report which will include refined evaluation objectives and scope, description of evaluation methodology / methodological approach that includes data collection tools, data analysis methods, key informants/agencies, evaluation questions, performance criteria, issues to be studied, work plan and reporting requirements and preliminary findings from the initial desk review. It should also include a clear evaluation matrix linking all these aspects that will guide further data collection;
- To elaborate and finalize the data collection tools such as guides, questioners, etc. to be used with the key informants/interviewees;
- To conduct individual interviews and focus groups discussions with the relevant stakeholders;
- To prepare a Power Point Presentation and an outline on preliminary findings and present to Coordination Body for Gender Equality, Social Inclusion and Poverty Reduction Unit, Secretariat for Public Policies and UN Women and reflect the feedback shared at this presentation in the final report;
- To produce and submit a draft and a final evaluation report in English.

No.	Deliverable	Deadline
1	Detailed Inception Report based on initial consultations and in depth desk review, which will outline refined evaluation objectives and scope; description of refined evaluation methodology/methodological approach, data collection tools, data analysis methods to be deployed, key informants to be consulted, evaluation questions and work plan. The inception report should also include a clear evaluation matrix.	30 th of June 2015
2	Conducted key informant interviews and focus group discussions.	31 st of July 2015
3	Power Point Presentation on preliminary findings highlighting key evaluation findings and conclusions, lessons learnt and recommendations.	15 th of August 2015
4	Draft evaluation report to be validated by the evaluation reference group.	25 th of August
5	Final Evaluation report in English taking into consideration comments and feedback collected.	7 th of September 2015

IX. Evaluation team composition

The evaluation team team will include a team leader, an evaluation research assistant and a combination of experts in the six areas of the NAP. The number of experts to be included in the team will depend on their combined expertise in the different six areas. For instances, one expert, if meeting requirements can be reasonable for more than one NAP area.

The evaluation team leader will be responsible for the evaluation deliverables and will coordinate the work of all other team members during all phases of the evaluation process, ensuring the quality of deliverables and application of methodology as well as timely delivery of all products.

Team Leader profile:

- At least 7 years practical experience in conducting evaluations of strategies, policies and programmes;
- Experience and knowledge on gender equality and women’s empowerment, gender mainstreaming, gender analysis ;
- Experience/knowledge of women’s movements in general and Serbia’s women movement in particular;
- Excellent analytical, facilitation and communications skills and ability to negotiate amongst a wide range of stakeholders;
- Knowledge of human rights issues, the human rights based approach to programming, human rights analysis and related mandates within the UN system will be considered an asset.
- Fluency in written and spoken Serbian and English.

Each **expert** should meet the following requirements:

- Strong analytical skills and ability to quickly grasp and synthesize information;
- Sound professional reputation in the one or more areas of Serbia NAP;
- Experience/knowledge of women’s issues in specific area of Serbia NAP at the country level;
- Professional recognition in the women’s movement in Serbia;
- Fluency in written and spoken Serbian and English;
- 5 years of professional experience in the related priority area.

Research Assistant profile:

- Strong analytical skills and ability to quickly grasp and synthesize information;
- Ability to work interactively with a team, often responding to varying requests under pressure;
- Good mastery of information technology required for organized presentation of information, including quantitative information and graphical presentations, and for organizing information and materials on the internal website;
- Excellent drafting skills in English and Serbian;

X. Evaluation TOR Annexes

1. UNEG Code of Conduct for Evaluations³⁰
2. UNEG Ethical Guidelines³¹
3. UNEG Norms for Evaluation in the UN System³²
4. UNEG Standards for Evaluation in the UN System³³
5. UNEG Guidance Integrating Human Rights and Gender in the UN System³⁴
6. UN Women Evaluation Handbook³⁵
7. UNSWAP Technical Note and Scorecard³⁶

³⁰ <http://www.unevaluation.org/document/detail/100>

³¹ <http://www.unevaluation.org/document/detail/102>

³² <http://www.uneval.org/document/detail/21>

³³ <http://www.uneval.org/document/detail/22>

³⁴ <http://www.uneval.org/document/detail/1616>

³⁵ <http://genderevaluation.unwomen.org/en/evaluation-handbook>

³⁶ <http://www.uneval.org/document/detail/1452>

Assesment of Proposals - Methodology and Criteria – Annex III

I. Cumulative Analysis Methodology

A proposal selected on the basis of *cumulative analysis* where total score is obtained upon a combination of the weighted technical and financial attributes. 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 points assigned for technical proposal. A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of 70% (49 points) of the obtainable score of 70 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 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: 70 points

Financial proposal: 30 points

Total number of points: 100 points

II. 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

μ = 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.

III. Evaluation of technical proposal:

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

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity			
				1	2	3	4
1	Expertise of Firm/Organization submitting Proposal (FORM 1)	30%	300				
2	Proposed Work Plan and Approach (FORM 2)	40%	400				
3	Personnel (FORM 3)	30%	300				
Total			1000				

No.	FORM 1 - Expertise of Firm/Organization submitting Proposal	Points obtainable	Company / Other Entity			
			1	2	3	4
1.1.	Reputation of organization and staff (Competence/Reliability)	60				
1.2.	General organizational capability which is likely to affect implementation (i.e. size of the firm/organization, strength of project management support e.g. project financing capacity and project management controls)	40				
1.3.	Relevance of:	200				
	- Specialized knowledge in evaluation					
	- Specialized knowledge in Serbia gender equality strategic framework					
	- Specialized knowledge of the situation in six thematic areas of NAP					
	- Experience on similar assignments					
	- Previous good track record working for UN and/or other international organizations					

TOTAL	300				
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No.	FORM 2 - Proposed Work Plan and Approach	Points obtainable	Company / Other Entity			
			1	2	3	4
2.1	To what degree does the offeror understand the task?	35				
2.2	Have the important aspects of the task been addressed in sufficient detail?	25				
2.3	Are the different components of the assignment adequately weighted relative to one another?	20				
2.4	Is the proposal based on solid understanding of the context and was this understanding properly used in the preparation of the proposal	40				
2.5	Is the conceptual framework adopted appropriate for the task?	50				
2.6	Is the scope of task well defined and does it correspond to the TOR?	130				
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation of the tasks to be undertaken?	100				
TOTAL		400				

No.	FORM 3 - Personal - staff and experts responsible for implementation	Points obtainable	Company / Other Entity			
			1	2	3	4
3.1	Adequate composition of team	80				
3.2	Suitability for the Assignment	<i>Sub score</i>				
a.	- Research Experience	20				
b.	- Experience in conducting participatory consultations	20				

c.	- Professional experience in the area 1 of NAP - women participation in decision-making processes	30				
d.	- Professional experience in the area 2 of NAP - improving the economic status of women	30				
e.	- Professional experience in the area 3 of NAP - gender equality in education	30				
f.	- Professional experience in the area 4 of NAP - women's health	30				
g.	- Professional experience in the area 5 of NAP - violence against women	30				
h.	- Professional experience in the area 6 of NAP - gender stereotypes in medi	30				
TOTAL		300				

Format of Technical Proposal – Annex IV

Technical Proposals not submitted in this format may be rejected.

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

Proposer is requested to include a one page value statement 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:	
Fax:	
E-mail:	

Section A: Expertise of Firm/Organization submitting Proposal

1.1 Reputation of organization and staff (Competence/Reliability)

- 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.

1.2 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.

1.3 Relevance of Specialized Knowledge and Experience on Similar Projects

- Detail any specialized knowledge in evaluation that may be applied to performance of the TOR
- Detail specialized knowledge in Serbia gender equality strategic framework
- Expose a specialized knowledge of the situation in six thematic areas of NAP
- Explain any experience on similar assignments
- Describe the experience of previous good track record working for UN and/or other international organizations

Section B: Proposed Work Plan and Approach

2.1 Analysis approach, methodology

- Provide a description of the organization's approach, methodology, and timeline for how the organization will achieve the TOR.
- Explain the organization's understanding of UN Women's needs for the services.
- 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

Section C: Personal – staff and experts responsible for implementation

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 Suitability for the Assignment

- Research Experience
- Experience in conducting participatory consultations
- Professional experience in the area 1 of NAP – women participation in decision – making processes
- Professional experience in the area 2 of NAP – improving the economic status of women
- Professional experience in the area 3 of NAP – gender equality in education
- Professional experience in the area 4 of NAP – women's health
- Professional experience in the area 5 of NAP – violence against women
- Professional experience in the area 6 of NAP – gender stereotypes in media

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.

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 – Annex V

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

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

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

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

1. A summary of the price in words and figures

i. **Price breakdown:** The price must cover all the services to be provided and must itemize the following:

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

b. An all-inclusive daily subsistence allowance (DSA) rate for every day in which the experts shall be in the field for purposes of the assignment.

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

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

e. If applicable, other costs required for purposes of the assignment not covered in the foregoing or beneath paragraphs such as communication, printing and dispatching of reports to be produced during the assignment, rental and freight of any instruments or equipment required to be provided by the Proposer for the purposes of the services, office accommodation, investigations, surveys, etc.

f. Summary of total cost for the services proposed.

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

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

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

A. Cost Breakdown per Deliverables

	Deliverables	Percentage of Total Price	Price (Lump Sum, All Inclusive)	Delivery time/time period (if applicable)
1	Deliverable 1: Detailed work plan, timeline and outline of the Reports	5 %		1 st week of the assignment
2	Deliverable 2: Methodology	10%		2 nd week of the assignment
3	Deliverable 3: Draft evaluation report	35%		11 th week
4	Deliverable 4: Final evaluation report	50%		15 th week
	Total	100%	RSD	

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	XX person	Day/week/month		
Operational cost Please detail the following: 1. Estimated return tickets for travel (if any)	1 lump sum			

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

[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/Fax/Email:

Proposal Submission Form – Annex VI

[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 Programme Office in Serbia
(UNICEF building)
Svetozara Markovica 58, Belgrade, Serbia*

Date: *[insert date of Proposal Submission]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bid Solicitation Documents;
- (b) We offer to supply in conformity with the Bid Solicitation Documents the following **Evaluation of the Action Plan for Implementation of the National Strategy on Improvement of Women Status and Gender Equality (2010-2015)** and undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.
- (c) We offer to supply for the sum as may be ascertained in accordance with the Financial Proposal submitted in accordance with the instructions under the Proposal Instruction Sheet;
- (d) Our proposal shall be valid for a period of [**60**] days from the date fixed for opening of Proposals in the Request for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our proposal is accepted, we commit to obtain a performance security with the instructions under the Proposal Instruction Sheet;
- (f) We, including any subcontractors or suppliers for any part of the contract, have nationality from countries _____ *[insert the nationality of the Proposer, including that of all parties that comprise the Proposer]*
- (g) We have no conflict of interest in accordance with Clause 1.2 (*Eligible Proposers*) of the RFP Instructions to Proposers;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UN Women, in accordance with Clause 1.2 (*Eligible Proposers*) of the RFP Instructions to Proposers;
- (i) We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive.

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

In the capacity of _____ *[insert legal capacity of person signing the Proposal Submission 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 – Annex VII

Voluntary Agreement for Promoting Gender Equality in the Workplace

Between

(Name of the Contractor)

And

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

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

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

On behalf of the Contractor:

Name, Title, Address, Signature

Date:

Proposed Model Form of Contract – Annex VIII

CONTRACT – INSTITUTIONAL OR PROFESSIONAL SERVICES

Contract No.

Business Unit:

Organisational Unit/Section/Division/Office/Country:

This Contract is made between the UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN (“UN-Women”), and [insert official name of company in full], with its registered offices at [address] (“Contractor”) (Both hereinafter separately and jointly referred to as the “Party” or the “Parties”).

1. CONTRACT DOCUMENTS

The following documents constitute the entire agreement between the Parties with regard to the subject matter hereof (“Contract”), superseding all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject, and in case of ambiguities, discrepancies or inconsistencies between or among them, shall apply in the following order of precedence:

- (a) This document;
- (b) UN-Women General Conditions of Contract—Contracts for the Provision of Services, annexed hereto as Annex A (“General Conditions”);
- (c) Terms of Reference, annexed hereto as Annex B (“TOR”);
- (d) [other annexes that may be relevant]

2. SCOPE

The Contractor shall perform services (“Services”) as specified in the TOR. Except as expressly provided in this Contract and in particular the TOR, (i) UN-Women shall have no obligation to provide any assistance to the Contractor in performing the Services; (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 (iii) 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.

3. DURATION

This Contract shall take effect on the date of the latest signature (the “Effective Date”) and shall remain in effect until [insert date], unless earlier terminated (“Initial Term”). UN Women may, at its sole option, extend the 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. UN Women shall provide a written notice of its intention to do so at least 30 (thirty) days prior to the expiration of the then Initial Term.

4. PRICE & PAYMENT

FIXED FEE

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*]. This fee shall remain firm and fixed during the term of the Contract. The Contractor shall submit invoices only upon achievement of the corresponding milestones and for the following amounts:

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

OR

5. INVOICES

The Contractor shall submit to UN-Women an original copy of its invoices, as is required in the preceding Article, specifying, at a minimum, a description of the Services performed, the unit prices in accordance with the Fee Schedule (if relevant), and the total price of the Services, together with such supporting documentation as UN Women may require, as follows:

[*Insert address and contact details for submission of invoices*].

6. PAYMENT

Payments 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 to the Contractor shall be made by electronic funds transfer to the Contractor's bank account, as follows:

Name of Bank:

Bank Address:

Bank ID:

Account No:

Title/name:

UN-Women may withhold payment in respect of any invoice if it considers that the Contractor has not performed in accordance with the terms and conditions of this Contract or has not provided sufficient documentation in support of the invoice. Where an invoice is disputed in part, UN-Women shall pay the Contractor any undisputed portion and the Parties shall consult in good faith to promptly resolve outstanding issues. Once the dispute has been resolved, UN-Women shall pay the Contractor the relevant

amount within thirty (30) days. The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract or any accrued interest on payments withheld by UN-Women in connection with a dispute.

7. NOTIFICATIONS

All notices and other communications between the Parties required or contemplated under this Contract shall be in writing and shall be transmitted to the following:

For UN-Women:

[Insert Name, Address, Phone and Email]

For the Contractor:

[Insert Name, Address, Phone and Email]

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

For and on behalf of UN-Women:

For and on behalf of the Contractor:

Signature _____

Name _____

Title _____

Date _____

General Conditions of Contract – Annex IX

CONTRACTS FOR THE PROVISION OF SERVICES

1. **LEGAL STATUS OF THE PARTIES:** The United Nations Entity for Gender Equality and the Empowerment of Women (UN-WOMEN) and the Contractor shall also each be referred to as a “Party” hereunder, and:
 - 1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.
 - 1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UN-WOMEN, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
2. **RESPONSIBILITY FOR EMPLOYEES:** To the extent that the Contract involves the provision of any services to UN-WOMEN by the Contractor’s officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor’s “personnel”), the following provisions shall apply:
 - 2.1 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.
 - 2.2 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UN-WOMEN, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.
 - 2.3 At the option of and in the sole discretion of UN-WOMEN:
 - 2.3.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UN-WOMEN prior to such personnel’s performing any obligations under the Contract;
 - 2.3.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UN-WOMEN prior to such personnel’s performing any obligations under the Contract; and,
 - 2.3.3 in cases in which, pursuant to Article 2.3.1 or 2.3.2, above, UN-WOMEN has reviewed the qualifications of such Contractor’s personnel, UN-WOMEN may reasonably refuse to accept any such personnel.
 - 2.4 Requirements specified in the Contract regarding the number or qualifications of the Contractor’s personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:
 - 2.4.1 UN-WOMEN may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor’s personnel, and such request shall not be unreasonably refused by the Contractor.

- 2.4.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UN-WOMEN, which shall not be unreasonably withheld.
- 2.4.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.
- 2.4.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 2.4.5 Any request by UN-WOMEN for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UN-WOMEN shall not bear any liability in respect of such withdrawn or replaced personnel.
- 2.4.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UN-WOMEN officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.
- 2.5 Nothing in Articles 2.2, 2.3 and 2.4, above, shall be construed to create any obligations on the part of UN-WOMEN with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.
- 2.6 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UN-WOMEN shall:
- 2.6.1 undergo or comply with security screening requirements made known to the Contractor by UN-WOMEN, including but not limited to, a review of any criminal history;
- 2.6.2 when within UN-WOMEN premises or on the United Nations property, display such identification as may be approved and furnished by the United Nations security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UN-WOMEN for cancellation.
- 2.7 Within one working day after learning that any of Contractor's personnel who have access to any United Nations premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UN-WOMEN about the particulars of the charges then known and shall continue to inform UN-WOMEN concerning all substantial developments regarding the disposition of such charges.
- 2.8 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UN-WOMEN premises or on the United Nations property shall be confined to areas authorized or approved by UN-WOMEN. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UN-WOMEN premises or on United Nations property without appropriate authorization from UN-WOMEN.

3. **ASSIGNMENT:**

- 3.1 Except as provided in Article 3.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of the UN. Any such unauthorized assignment,

transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UN-WOMEN. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UN-WOMEN. Any such unauthorized delegation, or attempt to do so, shall not be binding on UN-WOMEN.

3.2 The Contractor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Contractor's operations, *provided that*:

3.2.1 such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; *and*,

3.2.2 such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Contractor's assets or ownership interests; *and*,

3.2.3 the Contractor promptly notifies UN-WOMEN about such assignment or transfer at the earliest opportunity; *and*,

3.2.4 the assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract, and such writing is promptly provided to UN-WOMEN following the assignment or transfer.

4. **SUBCONTRACTING:** In the event that the Contractor requires the services of subcontractors to perform any obligations under the Contract, the Contractor shall obtain the prior written approval of UN-WOMEN. UN-WOMEN shall be entitled, in its sole discretion, to review the qualifications of any subcontractors and to reject any proposed subcontractor that UN-WOMEN reasonably considers is not qualified to perform obligations under the Contract. UN-WOMEN shall have the right to require any subcontractor's removal from UN-WOMEN premises without having to give any justification therefor. Any such rejection or request for removal shall not, in and of itself, entitle the Contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

5. **INDEMNIFICATION:**

5.1 The Contractor shall indemnify, defend, and hold and save harmless, UN-WOMEN, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any third party against UN-WOMEN, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to:

5.1.1 allegations or claims that the possession of or use by UN-WOMEN of any patented device, any copyrighted material, or any other goods, property or services provided or licensed to UN-WOMEN under the terms of the Contract, in whole or in part, separately or in a combination contemplated by the Contractor's published specifications therefor, or otherwise specifically approved by the Contractor, constitutes an infringement of any patent, copyright, trademark, or other intellectual property right of any third party; *or*,

5.1.2 any acts or omissions of the Contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

5.2 The indemnity set forth in Article 5.1.1, above, shall not apply to:

5.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UN-WOMEN directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of

specifications not normally used by the Contractor; *or*

- 5.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UN-WOMEN or another party acting under the direction of UN-WOMEN made such changes.
- 5.3 In addition to the indemnity obligations set forth in this Article 5, the Contractor shall be obligated, at its sole expense, to defend UN-WOMEN and its officials, agents and employees, pursuant to this Article 5, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.
- 5.4 UN-WOMEN shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UN-WOMEN or any matter relating thereto, for which only UN-WOMEN itself is authorized to assert and maintain. UN-WOMEN shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.
- 5.5 In the event the use by UN-WOMEN of any goods, property or services provided or licensed to UN-WOMEN by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:
- 5.5.1 procure for UN-WOMEN the unrestricted right to continue using such goods or services provided to UN-WOMEN;
- 5.5.2 replace or modify the goods or services provided to UN-WOMEN, or part thereof, with the equivalent or better goods or services, or part thereof, that is non-infringing; *or*,
- 5.5.3 refund to UN-WOMEN the full price paid by UN-WOMEN for the right to have or use such goods, property or services, or part thereof.

6. **INSURANCE AND LIABILITY:**

- 6.1 The Contractor shall pay UN-WOMEN promptly for all loss, destruction, or damage to the property of UN-WOMEN caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.
- 6.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:
- 6.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;
- 6.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;
- 6.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the

Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

6.2.4 such other insurance as may be agreed upon in writing between UN-WOMEN and the Contractor.

6.3 The Contractor's liability policies shall also cover subcontractors and all defense costs and shall contain a standard "cross liability" clause.

6.4 The Contractor acknowledges and agrees that UN-WOMEN accepts no responsibility for providing life, health, accident, travel or any other insurance coverage which may be necessary or desirable in respect of any personnel performing services for the Contractor in connection with the Contract.

6.5 Except for the workers' compensation insurance or any self-insurance program maintained by the Contractor and approved by UN-WOMEN, in its sole discretion, for purposes of fulfilling the Contractor's requirements for providing insurance under the Contract, the insurance policies required under the Contract shall:

6.5.1 name UN-WOMEN as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

6.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UN-WOMEN;

6.5.3 provide that UN-WOMEN shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage; *and*,

6.5.4 include a provision for response on a primary and non-contributing basis with respect to any other insurance that may be available to UN-WOMEN.

6.6 The Contractor shall be responsible to fund all amounts within any policy deductible or retention.

6.7 Except for any self-insurance program maintained by the Contractor and approved by UN-WOMEN for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UN-WOMEN. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UN-WOMEN with evidence, in the form of certificate of insurance or such other form as UN-WOMEN may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UN-WOMEN reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 6.5.3, above, the Contractor shall promptly notify UN-WOMEN concerning any cancellation or material change of insurance coverage required under the Contract.

6.8 The Contractor acknowledges and agrees that neither the requirement for taking out and maintaining insurance as set forth in the Contract nor the amount of any such insurance, including, but not limited to, any deductible or retention relating thereto, shall in any way be construed as limiting the Contractor's liability arising under or relating to the Contract.

7. **ENCUMBRANCES AND LIENS:** The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UN-WOMEN against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UN-WOMEN.

8. **EQUIPMENT FURNISHED BY UN-WOMEN TO THE CONTRACTOR:** Title to any equipment and supplies that may be furnished by UN-WOMEN to the Contractor for the performance of any obligations under the Contract shall rest with UN-WOMEN, and any such equipment shall be returned to UN-WOMEN at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UN-WOMEN, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear, and the Contractor shall be liable to compensate UN-WOMEN for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

9. **COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

9.1 Except as is otherwise expressly provided in writing in the Contract, UN-WOMEN shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for UN-WOMEN under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UN-WOMEN.

9.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UN-WOMEN does not and shall not claim any ownership interest thereto, and the Contractor grants to UN-WOMEN a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

9.3 At the request of UN-WOMEN, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UN-WOMEN in compliance with the requirements of the applicable law and of the Contract.

9.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of UN-WOMEN, shall be made available for use or inspection by UN-WOMEN at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN-WOMEN authorized officials on completion of work under the Contract.

10. **PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UN-WOMEN OR THE UNITED NATIONS:** The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UN-WOMEN, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UN-WOMEN or the United Nations, or any abbreviation of the name of UN-WOMEN or the United Nations in connection with its business or otherwise without the written permission UN-WOMEN.

11. **CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

11.1 The Recipient shall:

11.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar Information that it does not wish to disclose, publish

or disseminate; *and*,

11.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

11.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 11, the Recipient may disclose Information to:

11.2.1 any other party with the Discloser's prior written consent; *and*,

11.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, *provided that*, for these purposes a controlled legal entity means:

11.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; *or*,

11.2.2.2 any entity over which the Party exercises effective managerial control; *or*,

11.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

11.3 The Contractor may disclose Information to the extent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations including its subsidiary organs, the Contractor will give UN-WOMEN sufficient prior notice of a request for the disclosure of Information in order to allow UN-WOMEN to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

11.4 UN-WOMEN may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

11.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

11.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

12. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:**

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

granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

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

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

13. TERMINATION:

13.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 16

"Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

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

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

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

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

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

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

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

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

16. SETTLEMENT OF DISPUTES:

16.1 **AMICABLE SETTLEMENT:** The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International

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

16.2 **ARBITRATION:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party’s written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim measures”) and Article 34 (“Form and effect of the award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17. **PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. TAX EXEMPTION:

18.1 Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs restrictions, duties, and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the exemptions of UN-WOMEN from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UN-WOMEN to determine a mutually acceptable procedure.

18.2 The Contractor authorizes UN-WOMEN to deduct from the Contractor’s invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN-WOMEN before the payment thereof and UN-WOMEN has, in each instance, specifically authorized the Contractor to pay such taxes, duties, or charges under written protest. In that event, the Contractor shall provide UN-WOMEN with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UN-WOMEN shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UN-WOMEN and paid by the Contractor under written protest.

19. MODIFICATIONS:

19.1 Pursuant to the Financial Regulations and Rules of UN-WOMEN, only the Chief Procurement Officer of

UN-WOMEN, or such other Contracting authority as UN-WOMEN has made known to the Contractor in writing, possesses the authority to agree on behalf of UN-WOMEN to any modification of or change in the Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in the Contract shall be valid and enforceable against UN-WOMEN unless provided by a valid written amendment to the Contract signed by the Contractor and the Chief Procurement Officer of UN-WOMEN or such other contracting authority as UN-WOMEN has made known to the Contracting in writing.

19.2 If the Contract shall be 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:**

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

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

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

21. **LIMITATION ON ACTIONS:**

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

21.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any

process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

22. **ESSENTIAL TERMS:** The Contractor acknowledges and agrees that each of the provisions in Articles 23 to 28 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UN-WOMEN to terminate the Contract or any other contract with UN-WOMEN immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
23. **SOURCE OF INSTRUCTIONS:** The Contractor shall neither seek nor accept instructions from any authority external to UN-WOMEN in connection with the performance of its obligations under the Contract. Should any authority external to UN-WOMEN seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UN-WOMEN and provide all reasonable assistance required by UN-WOMEN. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UN-WOMEN or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UN-WOMEN.
24. **OFFICIALS NOT TO BENEFIT:** The Contractor warrants that it has not and shall not offer to any representative, official, employee, or other agent of UN-WOMEN or the United Nations any direct or indirect benefit arising from or related to the performance of the Contract or of any other contract with UN-WOMEN or the United Nations or the award thereof or for any other purpose intended to gain an advantage for the Contractor.
25. **OBSERVANCE OF THE LAW:** The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.
26. **CHILD LABOR:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
27. **MINES:** The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.
28. **SEXUAL EXPLOITATION:**

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.

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.

JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM – Annex X
(to be completed and returned with your technical Proposal)

JV / Consortium/ Association Information	
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 Proposers)}</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>
Consortium/Association's names of each partner and contact information	(inset name, address, telephone numbers, fax numbers, e-mail address)
Consortium/Association Agreement	[attach agreement]
Name of leading partner (with authority to bind the JV, Consortium/Association during the Bidding process and, in the event a Contract is awarded, during contract execution)	[insert name, address, telephone/fax or cell number, and the e-mail address]

Signatures of all partners:

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 – Annex XI

For submissions by courier mail/hand delivery:

- Outer envelope containing the following:
 - [Proposal submission form](#) _____
 - [Joint Venture Form \(if in a joint venture\)](#) _____
 - [Inner envelope containing technical proposal](#) (hard copy and CD) _____
 - [Second inner envelope containing Financial Proposal \(hard copy and CD\)](#) _____

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

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