

Request for Proposal

Reference No.: *RFP-ROAP-2017-002*

*Strengthening the Protection and Empowerment of
Women Migrant Workers in Crisis and Disaster Situations*

19 April 2017

Dear Sir/Madam,

Subject: Request for Proposal (RFP) for services for *Strengthening the Protection and Empowerment of Women Migrant Workers in Crisis and Disaster Situations*

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) plans to procure *services for Strengthening the Protection and Empowerment of Women Migrant Workers in Crisis and Disaster Situations* as described in this Request for Proposal and its related annexes. UN Women now invites sealed proposals from qualified proposers for providing the requirements as defined in these documents.
2. In order to prepare a responsive proposal, you must carefully review, and understand the contents of the following documents:
 - a. This letter (and the included Proposal Instruction Sheet (PIS)
 - b. Instructions to Proposers ([Annex 1](#)) available from this link:
<http://www.unwomen.org/~media/commoncontent/procurement/rfp-instructions-en.pdf>
 - c. Terms of Reference (TOR) (Annex 2)
 - d. Evaluation Methodology and Criteria (Annex 3)
 - e. Format of Technical Proposal (Annex 4)
 - f. Format of Financial Proposal (Annex 5)
 - g. Proposal Submission Form (Annex 6)
 - h. Voluntary Agreement for to Promote Gender Equality and Women's Empowerment (Annex 7)
 - i. Proposed Model Form of Contract (Annex 8)
 - j. General Conditions of Contract (Annex 9)
 - k. Joint Venture/Consortium/Association Information Form (Annex 10)
 - l. Proposal Security Form (Annex 11)
 - m. Submission Checklist (Annex 12)
3. The Proposal Instruction Sheet (PIS) -below- provides the requisite information (with cross reference numbers) which is further detailed in the [Instructions to Proposers \(Annex-I –see above link\)](#).

PROPOSAL INSTRUCTION SHEET (PIS)

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

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

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
4.2	Deadline for Submission of Proposals	<p>Date and Time: 3 May 11.59PM (GMT+7)</p> <p>City and Country: Bangkok, Thailand</p> <p>This is an absolute deadline. Any proposal received after this date and time will be disqualified.</p>
4.1	Manner of Submission	<input checked="" type="checkbox"/> Electronic submission of Proposal
4.1	Address for Proposal Submission	<p><input checked="" type="checkbox"/> Electronic submission of Proposal:</p> <p>Technical Proposal: technical.bid.bangkok@unwomen.org</p> <p>Financial Proposal: financial.bid.bangkok@unwomen.org</p> <p>Proposals should be submitted to the designated address by the date and time of the deadline given.</p>
3.1	Language of the Proposal:	<input checked="" type="checkbox"/> English
3.4.2	Proposal Currencies	Preferred Currency: <input checked="" type="checkbox"/> USD
3.5	Proposal Validity Period commencing after the deadline for submission of proposals (see 4.2 above)	If other, please indicate: <input type="text" value="90"/> days.
2.4	Clarifications of solicitation documents	<p>Requests for clarification shall be submitted <input type="text" value="7"/> days before the deadline for submission of proposal.</p> <p>UN Women shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UN Women to extend the deadline date, unless UN Women deems that such an extension is justified and necessary.</p>

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

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

Yours sincerely,

Welder Mtisi
Regional Operations Manager
UN Women Regional Office for Asia and the Pacific

ANNEX 2

TERMS OF REFERENCE (TOR)

Scoping study on Strengthening Protection and Empowerment of Women Migrant Workers in Crisis and Disaster Situations

Duty Station:	Home-based with two trips of travel ¹ within ASEAN Region.
Type of Contract:	Professional Services Contract
Languages Required:	English
Expected Duration of Assignment:	From mid-May to mid-June 2017
Contract Supervision:	Regional Programme Manager (Migration) and Regional Humanitarian Advisor, UN Women ROAP

Background:

Migration is one of the mega-trends in the 21st century with consequent concerns related to gender equality, women's empowerment and sustainable development. In 2013, of the estimated 231.5 million migrants in the world, over 59 million were found in Asia-Pacific region. Within the ASEAN, it is estimated that there are around 14 million migrant workers from ASEAN Member States, 6 million of whom have migrated within South-East Asia.² Data from 2013 indicates that women account for 47.8 per cent of all migrants (both labour and non-labour) aged between 20 and 64 in the ASEAN region.

The ASEAN Member States (AMS) have recognized the situation of women migrant workers and have taken steps to address and regulate migration through national laws, bilateral agreements and other measures. All ten countries have ratified the UN Convention on the Elimination of all forms of Discrimination Against women (CEDAW). In 2008, during the 32nd session of CEDAW Committee, the General Recommendation 26 was issued to affirm that some categories of migrant women workers who may be at high risk of abuse and discrimination should be protected against all forms of discrimination.

In 2004, the formation of ASEAN Commission on the Promotion and Protection of the Rights of Women and Children (ACWC), a Consultative intergovernmental human right mechanism dedicated to promoting and protecting the human rights and fundamental freedoms of women and children within AMS, was adopted at the ASEAN Summit in 2004. Per the ACWC Terms of Reference, apart from enhancing the effective implementation of CEDAW and Convention on the rights of the Child, one of its responsibilities is to advocate on behalf of women and children, especially the most vulnerable and marginalized and encourage ASEAN member states to improve their situation. The ASEAN leaders signed an ASEAN Declaration on the Protection and Promotion of the Rights of Migrant Workers during the 12th ASEAN Summit held in Cebu in January 2007. In this Declaration, the leaders directed their officials to develop effective mechanisms to safeguard migrant workers.

¹ The travel related costs will be budgeted and managed by the contractor.

² UN department of Economic and Social Affairs (UNDESA), Population Division (2013)

This led to ASEAN accelerating actions to protect migrant's human rights. In this regard, ACWC organized a regional conference of senior officials on 'Strengthening the Protection and Empowerment of Women Migrant Workers (WMWs)' in September 2014 in Quezon City, Philippines in line with the ASEAN Declaration on the Protection and Promotion of the Rights of Migrant Workers. The conference made specific reference to the issues of protection and empowerment of women migrant workers, including those in most vulnerable situations, such as domestic workers, victims of forced labour and trafficking in persons and female migrants in crisis.³ Given the importance of the issue, concrete recommendations were made at the same conference, to be included in the ASEAN framework Instrument on the Protection and Promotion of the Right of Migrant Workers, being crafted by the ASEAN Committee on the Implementation of the ASEAN Declaration on the Protection and Promotion of the Rights of Migrant Workers (ACMW).⁴ The recommendations are:

- I. Recommendation on protection of women migrant workers, there are four issues including:
 - a. Policy recommendations
 1. Ensure that the instrument to implement the ASEAN Declaration on the protection and promotion of the rights of migrant workers is a binding instrument among all AMS
 2. Ensure that all the provisions of the instrument are gender responsible, where gender responsive means that the policies, actions or measures in the instrument consider and address gender-related issues and concerns of migrants
 3. Promote decent work and fundamental principles and rights at work through the ratification and implementation of core labour standards
 4. Promote the ratification of C189 and other relevant human labour rights instruments related to migrant worker' concerns
 5. Enhance the implementation and monitoring of existing laws and policies related to migrant workers' rights
 6. Mainstream gender equality in labour, migration and social protection policies related to migrant workers' rights
 7. Collect reliable sex-disaggregated data and maintain databases that can easily be updated to determine the situation of migrant workers, and use these for policy formulation and program development to address their concerns
 8. Pursue gender responsive bilateral and multilateral agreements between and among sending and destination countries
 9. Adopt measures to strengthen the capacity and promote accountability of government, migrant support groups, and CSOs to address gender issues specific to migrant workers

³ Conference Statement – ASEAN Regional Conference of Senior Officials on Strengthening the Protection and Empowerment of Women Migrant Workers, 2014.

⁴ The proposed shall be guided by four central principles [1] it shall include and cover all migrant workers in ASEAN, [2] it shall recognize that the protection of the rights of MW is a shared obligation of both sending and receiving countries, [3] it shall follow the principles of non-discrimination in treatment provided to MW and their families. Finally, given the predominance of women who are migrating for work, [4] must be to ensure migration policy and practices are gender-sensitive. (ACSC/APF 2016 - <http://aseanpeople.org/acmw-is-still-drafting-the-framework-on-the-protection-and-promotion-of-the-rights-of-migrant-workers/>)

10. Ensure that the instrument for the ASEAN declaration on migrant workers' rights should promote the adoption of standard employment contracts for all migrant workers, and that the minimum terms and conditions of employment should be clearly provided
 11. Respect, protect and ensure migrants' freedom to associate, communities and seek assistance from government, family, community and other support groups
 12. Promote non-discriminatory and ethical policies and practices for women migrant workers, particularly domestic workers throughout the migration and employment cycles
 13. Promote convergence, collaboration and partnerships of initiatives among stakeholder in migration including the active engagement and involvement of CSOs and migrant workers' communities
 14. Promote information sharing and collaboration activities on migrant workers' concerns between and among men and women, embassies, social groups, migrant groups and diaspora groups, trade unions and CSOs in countries of destinations.
- b. Ethical recruitment and practices
 - c. Complaints mechanisms
 - d. Women migrant workers in crisis situations (forced labour, trafficking armed conflict, disasters)
- II. Recommendation on empowerment of women migrant workers, there are four issues including:
- a. Regional skills development and certification
 - b. Pre-departure services for women migrant workers
 - c. On-site services
 - d. Reintegration services for women migrant workers

With respect to the recommendation on protection of women migrant workers, under section (d) 'Women Migrant Workers in Crisis Situations (forced labour, trafficking, armed conflict, disasters)', to agreement made at the conference was to:

1. Establish a comprehensive program that will ensure the rights and protection of migrant workers during and after crisis situations such as in armed conflict and natural disasters;
2. Request sending countries to provide for the productive reintegration of returning migrant workers especially after the crisis;
3. Provide gender responsive comprehensive services such as shelter, counselling services, and facilitation to court and legal proceedings for victims of human trafficking and for other women migrant workers in difficult situation.

Regarding slow progress made in this area, ACWC has requested UN Women to support accelerated actions to take forward these recommendations, as part of the UN Women-ASEAN regional program on migration "Preventing the Exploitation for Women Migrant Workers in ASEAN" which is currently being implemented with the generous support from Australian Government, Department of Foreign Affairs and Trade (DFAT). The overall goal of this project is to prevent the exploitation of women migrant workers in the ASEAN through better access to evidence and knowledge, policy advocacy and capacity development of ASEAN and migrant worker institutions. The three key strategic areas of this programme include: 1)

generation of evidence and knowledge, 2) policy advocacy based on evidence and international norms and standards, and 3) social mobilization and campaigning.

In this respect, UN Women ROAP in partnership with ACWC has agreed to undertake a scoping/ situational assessment on the impact of crisis and disasters on women migrant workers, especially from the point of protection and empowerment followed by the support to ACWC for organizing a senior officials' inter-ministerial dialogue where the findings and recommendations from the assessment will be presented. The findings and outcomes of the scoping study shall be shared at an inter-ministerial senior official meeting at mid-June 2017 with representatives of ACMW, ACWC, ACW and ASEAN humanitarian bodies. Considering that (a) the ASEAN Framework Instrument on the Protection and Promotion of the Rights of Migrant Workers has not yet been developed by the Member States, (b) ACMW Work Plan 2016 - 2020 does not have a specific project to contribute to the protection of women migrant workers in crisis situations and disasters, and (c) ACWC Work Plan 2017 – 2021 is being developed, it is very crucial that the findings from scoping study are used and contribute to the development of the instrument and work plans

The proposed study aligns with the overall strategic focus on the project and ACWC already has internal approval on 28 February 2017 for the assessment.

In this regard, UN Women seeks qualified organization to support implementation of the agreed actions as per the objectives and tasks described in the sections below.

Objectives:

- To conduct a scoping study including through literature review and field level interviews in two selected countries in ASEAN to identify social security needs of WMWs and their children in crisis and disaster situations as well as the gaps, challenges and opportunities faced across ASEAN agencies in protecting their rights in humanitarian contexts. The travel related costs will be budgeted and managed by the contractor.
- To prepare a report including executive summary, key findings, and a set of set of concrete recommendations and entry points for strengthening social security services for migrant women affected by crisis and disasters.
- Develop a guidance note on key components of social security programs for migrant women in crisis and disaster situations and practice actions on how these could be operationalized through ASEAN mechanisms and beyond
- To support with organizing the Senior Officials Inter-Ministerial Dialogue in mid-June 2017 including preparation of the background documents, presentations as well as meeting/outcome report of the dialogue. The final outcome document (meeting report) should include all agreed actions including the action plans to be taken forward by respective ASEAN bodies in protecting the rights of women migrant workers in crisis/disaster situation. The recommendations and actions plans will be presented and endorsed at the ASEAN Ministerial Meeting in August 2017 and subsequently at the Heads of States at the ASEAN Summit in 2017 for further approvals.

Key Tasks

The main expected tasks of the selected organization will be to:

1. Develop research report outline including proposed methodology and timelines.

2. Undertake research in line with agreed methodology including through focus group discussions during field visits to two selected countries in ASEAN, literature review and consultation with key partners involved
3. Develop and finalize a research report including executive summary, findings and analysis and a set of (draft) recommendations on comprehensive gender-responsive social security programme for women migrant workers in crisis situations and disasters to be presented at the inter-ministerial conference in Manila, Philippines in mid-June 2017. The report should be developed through a participatory process including feedback and review comments from ACWC, UN Women and other key stakeholders.
4. Support with organizing of the Senior Officials Inter-Ministerial Dialogue including preparation of the background documents, presentations and development of the final meeting outcome report.
5. Facilitate timely communication and organize logistics for the research process including timely communication/meeting schedules for data-collection, translation of materials as relevant, and coordination of review and feedback processes with key stakeholders. The cost related to the research process including data collection, documents translation and coordination will be budgeted and managed by the contractor.

Duration of the assignment:

The total duration of the contract assignment will be within one and a half months period, between mid-May and end June 2017.

The assignment envisages two missions to selected ASEAN countries . The indicative schedule of missions is May 2017 (subject to confirmation). The travel related costs will be budgeted and managed by the contractor.

Deliverables and Timelines:

The consultant is expected to undertake and deliver the following results within the following timeline:

No.	Deliverables	Timeline (tentative)
1.	Report outline including proposed research methodology and timelines “Strengthening the Protection and Empowerment of Women Migrant Workers in Crisis and Disaster Situations”	22 – 26 May 2017
2.	Draft report on “Strengthening the Protection and Empowerment of Women Migrant Workers in Crisis and Disaster Situations” including findings and analysis from focus group discussions and meetings with key partners to collect data for the study.	27 May – 4 June 2017 (field visit during this period also)
3.	Background documents including presentations for the inter-ministerial dialogue	5 – 11 June 2017

	Final draft report of the study based on review and feedback from the relevant stakeholders	
4.	Draft Meeting Report including agreed action plans/outcomes of the Senior Officials at Inter-Ministerial Dialogue	12 - 18 June 2017
5.	Final report which includes: final study report with executive summary, findings/analysis, conclusion and recommendations, presentations as relevant and the interministerial meeting report including outcome document highlighting key decisions made and actions/recommendations agreed.	19 - 25 June 2017

All the documents, including the data collection tools and reports should be submitted in English language.

Requirements:

Qualifications

- Organization:
 1. A registered organization with valid registration certificate
 2. At least 10 years of experience in regional and national advocacy on migration issues and women's rights in ASEAN. Previous experience on gender in disaster and crisis situations a strong advantage
- Composition of the team proposed and curriculum vitae of the proposed team that will be involved either full or part time - Key personnel at the agency should have:
 3. At least Master degree in law, social sciences, public administration, international development or related field
 4. Excellent written and verbal English communications skills; experience in and knowledge of design, layout and creative presentations a merit
 5. Ability to work efficiently and responsively within a multicultural environment
 6. Strong commitment to gender equality, human rights and respect for diversity

Experience and skill of organization

7. Proven experience on gender equality and women's rights
8. Proven record on development and implementation of social mobilization and campaigning
9. Proven experience working on crisis/disaster situation in AP region
10. Previous experience with UN agencies and work experience within the ASEAN region

All UN vendors shall adhere to the highest ethical standards, both during the procurement process and throughout the performance of a contract. Agencies with a record of promoting Tobacco and alcohol, Gambling, pornography production, child labour and disadvantageous treatment of women and environmentally harmful practices will not be considered for this assignment.

The Vendor will adhere to the ‘do no harm principle’ throughout the scoping study as it involves interaction with migrant women workers to identify their and their children’s social security needs in crisis and disaster situations.

Payment Schedule:

No. of Installment	Description of Activity (payment upon submission of the following documents)	Expected Delivery Date	Percentage of Professional Fees
1st Installment	<ul style="list-style-type: none"> Report outline including proposed research methodology and timelines “Strengthening the Protection and Empowerment of Women Migrant Workers in Crisis and Disaster Situations” 	22 – 26 May 2017	40% (9 th June 2017)
	<ul style="list-style-type: none"> Draft report on “Strengthening the Protection and Empowerment of Women Migrant Workers in Crisis and Disaster Situations” including findings and analysis from focus group discussions and meetings with key partners to collect data for the study. 	27 May – 4 June 2017	
2nd Installment	<ul style="list-style-type: none"> Submission of background documents including presentations for the inter-ministerial dialogue (Final draft report of the study based on review and feedback from the relevant stakeholders) 	5 – 11 June 2017	60% (30 th June 2017)
	<ul style="list-style-type: none"> Draft Meeting Report including agreed action plans/outcomes of the Senior Officials at Inter-Ministerial Dialogue 	12 – 18 June 2017	
	<ul style="list-style-type: none"> Submission of final report which includes: final study report with executive summary, findings/analysis, conclusion and recommendations, presentations as relevant and the inter-ministerial meeting report including outcome document highlighting key decisions made and actions/recommendations agreed. 	19 – 25 June 2017	

ANNEX 3

EVALUATION METHODOLOGY AND CRITERIA

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

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

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

Technical proposal: 70 points

Financial proposal: 30 points

Total number of points: 100 points

Evaluation of financial proposal:

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

A formula is as follows:

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

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

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.

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 100 points):

Criteria	Points obtainable
Qualifications	20
Organization:	
<ul style="list-style-type: none"> • A registered organization with valid registration certificate • At least 10 years of experience in regional and national advocacy on migration issues and women's rights in ASEAN. Previous experience on gender in disaster and crisis situations a strong advantage 	10
Composition of the team proposed and curriculum vitae of the proposed team that will be involved either full or part time: Key personnel at the agency should have:	
<ul style="list-style-type: none"> • At least Master degree in law, social sciences, public administration, international development or related field 	5
<ul style="list-style-type: none"> • Excellent written and verbal English communications skills; experience in and knowledge of design, layout and creative presentations a merit • Ability to work efficiently and responsively within a multicultural environment • Strong commitment to gender equality, human rights and respect for diversity 	5
Experience and skills	60
<ul style="list-style-type: none"> • Proven experience on gender equality and women's rights 	15
<ul style="list-style-type: none"> • Proven record on development and implementation of social mobilization and campaigning 	15
<ul style="list-style-type: none"> • Proven experience working on crisis/disaster situation in AP region 	15
<ul style="list-style-type: none"> • Previous experience with UN agencies and work experience within the ASEAN region 	15
Proposed methodology	20
<ul style="list-style-type: none"> • Analysis approach and methodology - including proposer's understanding of UN Women's work, adherence to procurement principles and TOR 	10
<ul style="list-style-type: none"> • Management Services – Timeline and deliverables. 	10
[70%] of [100] pts = [70] pts needed to pass technical	100

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

ANNEX 4

FORMAT OF TECHNICAL PROPOSAL

Technical Proposals not submitted in this format may be rejected.

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

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

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

Section 1.0: Expertise and Capability of Proposer

1.1 Organizational Architecture

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

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

1.2 Adverse judgments or awards

- Include reference to any adverse judgment or award.

1.3 General Organizational Capability

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

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

1.4 Subcontracting

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

1.5 Quality assurance procedures, risk and mitigation measures

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

1.6 Relevance of Specialized Knowledge and Experience on Similar Projects

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

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

Section 2.0: Proposed Work Plan and Approach

2.1 Analysis approach, methodology

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

d) The best interests of UN Women
<p><u>2.2 Management - timeline, deliverables and reporting</u></p> <ul style="list-style-type: none"> • Provide a detailed description of how the management for the requested goods/services/works will be implemented in regard to the TOR
<p><u>2.3 Environment-related approach to the service/work required</u></p> <ul style="list-style-type: none"> • Please provide a detailed description of the methodology for how the organization/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.
Section 3.0: Resource Plan, Key Personnel
<p><u>3.1 Composition of the team proposed to perform TOR, and the work tasks (including supervisory)</u></p> <p>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.</p>
<p><u>3.2 Profile on Gender Equality</u></p> <ul style="list-style-type: none"> • Proposer is strongly encouraged to include information regarding the percentage of women: (1) employed in the Proposer's organization, (2) in executive and senior positions, and (3) shareholders. While this will <i>not</i> be a factor of evaluation, UN Women is collecting this data for statistical purposes in support of its mandate to promote gender equality and women's empowerment. • Proposers are also invited to: (1) become a signatory to the <u>Women Empowerment Principles</u> (if more than 10 employees) http://weprinciples.org/Site/PrincipleOverview ; or (2) sign the Voluntary Agreement to Promote Gender Equality and Women's Empowerment (if less than 10 employees). Good practices of gender-responsive companies can be found here: • http://weprinciples.org/Site/CompaniesLeadingTheWay/
<p>Provide Curriculum vitae of the proposed personnel that will be involved either full time or part time.</p> <p>Highlight the relevant academic qualifications, specialized trainings and pertinent work experience.</p> <p>Substitution of key personnel shall only be permitted in accordance with section 2.4 of the General Conditions of Contract.</p> <p>Please use the format below, with each CV no more than THREE pages in length.</p>

Sample CV template:

Name:		
Position for this Assignment:		
Nationality:		
Language Skills:		
Educational and other Qualifications		
Employment Record: [Insert details of as many other appropriate records as necessary]		
From [Year]: _____ To [Year]: _____		
Employer: _____		
Positions held: _____		
Relevant Experience (From most recent; Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under the TOR) [Insert details of as many other appropriate assignments as necessary]		
Period: From - To	Name of project/organization:	Job Title, main project features, and Activities undertaken
References (minimum 3)	(Name/Title/Organization/Contact Information – Phone; Email)	

ANNEX 5

FORMAT OF FINANCIAL PROPOSAL

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

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

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

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

1. A summary of the price in words and figures

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

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

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

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

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) 2. Accommodation and other expenses away from home (if any) 3. Local transportation 4. Any relevant overhead costs (report preparation, communication, stationary, etc.)	 1 lump sum 1 lump sum 1 lump sum 1 lump sum			
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: _____

Email: _____

ANNEX 6

PROPOSAL SUBMISSION FORM

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

To:

Date: *[insert date of Proposal Submission]*

*UN Women - Regional Office for Asia and the Pacific
5/F UN Building, Rajdamnern Nok Avenue, Bangkok 10200, Thailand*

We, the undersigned, declare that:

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

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

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

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

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

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

ANNEX 7

VOLUNTARY AGREEMENT

Voluntary Agreement to Promote Gender Equality and Women's Empowerment

Between

(Name of the Contractor)

And

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

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

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

On behalf of the contractor:

Name : _____, Title : _____

Address : _____

Signature : _____

Date: _____

ANNEX 8

PROPOSED MODEL FORM OF CONTRACT

This Contract dated [date] is made

BETWEEN

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

and

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

WITNESSTH

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

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

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

Article 1 Contract Documents

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

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

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

[1.1.3 *Fee Schedule (the “Fee List”)*]; [and]

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

[1.1.5 *other annexes that may be relevant*]]

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

1.2.1 First, this document;

1.2.2 Second, Annex A;

1.2.3 Third, Annex B;

[1.2.4 *Fourth, Annex C*];

[1.2.5 *Fifth, Annex D*]; [and]

[1.2.6... *other Annexes*]

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

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

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

Article 2

Effective Date and Term

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

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

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

Article 3 Representations and Warranties

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

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

Article 4 Obligations of the Contractor

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

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

[e.g.

<i>Progress report</i>	.././....
.....	.././....
<i>Final report</i>	.././....]

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

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

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

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

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

4.8 The Contractor acknowledges that (i) UN Women shall have no obligation to provide any assistance to the Contractor in performing the Services other than as expressly set forth herein and in particular the TOR; and (ii) UN Women makes no representations as to the availability of any facilities or equipment which may be helpful or useful for performing the Services.

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

4.10 In addition to its obligations under Article 25 (Observance of the Law) of the General Conditions, the Contractor shall be aware of and shall comply with all applicable international standards and local labor laws, ordinances, rules, and regulations pertaining to the employment of local and international staff in connection with the Services in countries where Services will be performed and the country where the Contractor is incorporated, including, without limitation, laws, ordinances, rules and regulations

associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments.⁵

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

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

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

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

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

4.16 The Contractor expressly acknowledges and agrees that Article 25 (Observance of the Law) of the General Conditions includes, but is not limited to, Contractor's obligation to undertake all reasonable efforts to ensure that: (a) none of the UN Women funds received under this Contract are used to provide support to individuals or entities associated with terrorism, and (b) the recipients of any amounts provided by UN Women hereunder do not appear on the list maintained by the Security Council Committee established

⁵ Insert references to any specific applicable standards.

pursuant to resolution 1267 (1999). The list can be accessed via <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>. This provision, as well as Article 25 (Observance of the Law) of the General Conditions, must be included in all sub-contracts or sub-agreements entered into by Contractor under this Contract.

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

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

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

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

[ARTICLE 4A]

[TASK ORDERS]

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

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

⁶ Insert list of Key Personnel if required.

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

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

Article 5

Contract Price

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

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

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

5.4 The Contractor shall submit an itemized invoice for _____ *[insert amount and currency of the advance payment in figures & words]* upon signature of this Contract by both parties and itemized invoices for the work done every _____ *[insert period of time or milestones]*.⁷ Invoices shall include whatever supporting documentation of the actual costs incurred is required in the Fee Schedule or may be required by *[name and title]*, UN Women.

⁷ This clause should be used if an advance payment is granted. See footnote 7 above. If this clause is used, please see Special Conditions in Article 11 regarding "Advance Payment".

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

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

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

Article 6

Submission of Invoices

6.1 The Contractor shall submit to UN Women an original copy of its invoices for all Services supplied to the UN Women in accordance with this Contract, together with such supporting documentation as is required in the preceding Article 5 (Contract Price), as follows:

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

6.2 Without limiting the requirements regarding invoices in Article 5 (Contract Price), above, the Contractor's invoices shall specify, at a minimum, a description of the Services performed in accordance with the Contract, the unit prices in accordance with the Fee Schedule and the total price of the Services.

Article 7

Time and Manner of Payment

7.1 Payments under this Contract shall be made to the Contractor thirty (30) days from receipt of the Contractor's invoice and supporting documentation and certification by UN Women that the Services represented by the invoice have been provided and that the Contractor has otherwise performed in conformity with the terms and conditions of this Contract, unless UN Women disputes the invoice or a portion thereof. All payments due to the Contractor under this Contract shall be made by electronic funds

transfer to the Contractor's bank account, the details of which have been notified by the Contractor, as follows:

Name of Bank:
Bank Address:
Bank ID:
Account No:
Title/name:
Currency of Payment:
Currency of Bank Account:
Type of Account:

7.2 Payments made in accordance with this Article shall constitute a complete discharge of UN Women's obligations with respect to the relevant invoices or portions thereof.

7.3 Payments effected by the UN Women to the Contractor shall not relieve the Contractor of its obligations under this Contract and shall not be deemed to be acceptance by UN Women of the Contractor's performance.

7.4 The Contractor acknowledges and agrees that UN Women may withhold payment in respect of any invoice in the event that, in the opinion of UN Women, the Contractor has not performed in accordance with the terms and conditions of this Contract, or if the Contractor has not provided sufficient documentation in support of the invoice.

7.5 If UN Women disputes any invoice or a portion thereof, UN Women shall notify the Contractor accordingly, including a brief explanation of why UN Women disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, UN Women shall pay the Contractor the amount of the undisputed portion in accordance with Article 7.1 above. UN Women and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to any disputed invoice. Once a dispute regarding an invoice or a portion thereof has been resolved, UN Women shall pay the Contractor the relevant amount within thirty (30) days after the final resolution of such dispute.

7.6 In addition to any rights and remedies available to it, and without prejudice to any other rights or remedies that UN Women may have under this Contract, UN Women shall have the right, without prior notice to the Contractor, any such notice being waived by the Contractor, upon any amounts becoming due and payable hereunder to the Contractor, to set off, against any amount payable by UN Women under this Contract, any payment, indebtedness or other claim (including, without limitation, any overpayment made by UN Women to the Contractor) owing by the Contractor to UN Women hereunder or under any other contract or agreement between the Parties. UN Women shall promptly notify the Contractor of such set-off and the reasons therefore, provided, however, that the failure to give such notice shall not affect the validity of such set-off.

7.7 The Contractor shall not be entitled to interest on any late payment or any sums payable under this Contract nor any accrued interest on payments withheld by UN Women in connection with a dispute.

Article 8

Review; Improper Performance

8.1 UN Women reserves the right to review and inspect (including the performance of tests, as appropriate) all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the term of this Contract. UN Women shall perform such review and inspection in a manner that will not unduly hinder the performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews and inspections by UN Women, at no cost or expense to UN Women.

8.2 If any Services performed by the Contractor do not conform to the requirements of this Contract, without prejudice to and in addition to any of UN Women's other rights and remedies under this Contract or otherwise, UN Women shall have the following options, to be exercised in its sole discretion:

8.2.1 If UN Women determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, UN Women may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to UN Women, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within [number] days after receipt of the written request from UN Women or within such shorter period as UN Women may have specified in the written request if emergency conditions so require, as determined by UN Women in its sole discretion.

8.2.2 If the Contractor does not promptly take corrective measures or if UN Women reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UN Women may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor. In addition, in the event of UN Women obtains the assistance of other entities or persons, the Contractor shall cooperate with UN Women and such entity or person in the orderly transfer of any Services already completed by the Contractor.

8.2.3 If UN Women, in its sole discretion, determines that the improper performance cannot be remedied by re-performance or other corrective measures by the Contractor, UN Women, at the UN's sole discretion, may terminate the Contract in accordance with Articles 13.1 or 13.2 (second sentence) of the General Conditions, without prejudice to and in addition to any of its other rights and remedies under this Contract or otherwise.

8.3 Neither review nor inspection hereunder, nor failure to undertake any such review or inspection, shall relieve the Contractor of any of its warranty or other obligations under this Contract.

Article 9

Notices

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

If to the Contractor:

[Please insert address of Contractor]

Attn: *[name/title]*

Fax: *[number]*

Email: *[email]*

If to the UN Women:

[Please insert address of UN Women]

Attn: *[name/title]*

Fax: *[number]*

Email: *[email]*

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

Article 10

Amendment

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

Article 11

Miscellaneous

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

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

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

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

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

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

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

FOR [NAME OF CONTRACTOR]

FOR UN WOMEN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ANNEX A

UN WOMEN GENERAL CONDITIONS OF CONTRACT—CONTRACTS FOR THE PROVISION OF SERVICES

The General Conditions can be accessed at:

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

ANNEX B

TERMS OF REFERENCE (TOR)

ANNEX 9

GENERAL CONDITIONS OF CONTRACT

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

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

ANNEX 10

JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

(to be completed and returned with your technical proposal)

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

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

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

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

SECURITY INSTRUMENTS

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

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

ANNEX 12

SUBMISSION CHECKLIST

For submissions by courier mail/hand delivery:

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

For email submissions:

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

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