

**Request for Proposal**

**Reference No.: RFP UKR 2018/007**

***Subject: Request for Proposal (RFP) for a local company to develop methodology and conduct civil monitoring of the implementation of CEDAW and its Concluding Observations on the eighth periodic report of Ukraine***

23 July 2018

Dear Sir/Madam,

**Subject**: Request for Proposal (RFP) UKR/2018-007 to develop methodology and conduct civil monitoring of the implementation of CEDAW and its Concluding Observations on the eighth periodic report of Ukraine.

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) plans to procure *RFP UKR 2018/007 to develop methodology and conduct civil monitoring of the implementation of CEDAW and its Concluding Observations on the eighth periodic report of Ukraine* 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:
3. This letter (and the included Proposal Instruction Sheet (PIS)
4. Instructions to Proposers ([Annex I](file:///C:\Users\Maryna%20Rudenko\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\5GE4LIUS\Annex%20I) ) available from this link: <http://www.unwomen.org/-/media/headquarters/attachments/sections/about%20us/procurement/un-women-procurement-rfp-instructions-en.pdf?la=en&vs=3939>
5. Terms of Reference (TOR) (Annex 2)
6. Evaluation Methodology and Criteria (Annex 3)
7. Format of Technical Proposal (Annex 4)
8. Format of Financial Proposal (Annex 5)
9. Proposal Submission Form (Annex 6)
10. Voluntary Agreement for to Promote Gender Equality and Women’s Empowerment (Annex 7)
11. UN Women Model Form of Contract (Annex 8)
12. Submission Checklist (Annex 9)
13. 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)](http://www.unwomen.org/-/media/headquarters/attachments/sections/about%20us/procurement/un-women-procurement-rfp-instructions-en.pdf?la=en&vs=3939)

**PROPOSAL INSTRUCTION SHEET (PIS)**

1. 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/headquarters/attachments/sections/about%20us/procurement/un-women-procurement-rfp-instructions-en.pdf?la=en&vs=3939>

|  |  |  |
| --- | --- | --- |
| **Cross Ref. to Annex I** | **Instruction to Proposers** | **Specific Requirements as referenced in Annex I** |
| 4.2 | **Deadline for Submission of Proposals** | Date and Time: Monday, 13 August 2018 12:00 AM (EEST)  [for local time reference, see [**www.greenwichmeantime.com**](http://www.greenwichmeantime.com)]  City and Country: *Kyiv, Ukraine*  This is an absolute deadline. Any proposal received after this date and time will be disqualified. |
| 4.1 | **Manner of Submission** | Electronic submission of Proposal |
| 4.1 | **Address for Proposal Submission** | Electronic submission of Proposal:  [**Technical Proposal**](#_Format_of_Technical): [procurement.ukraine@unwomen.org](mailto:procurement.ukraine@unwomen.org)  [**Financial Proposal**](#_Evaluation_Methodology_and_1)**:** [fin.bids@unwomen.org](mailto:fin.bids@unwomen.org)  Proposals should be submitted to the designated address by the date and time of the deadline given. |
| 3.1 | **Language of the Proposal:** | English  French  Spanish  Other (pls. specify) Ukrainian |
| 3.4.2 | **Proposal Currencies** | Preferred Currency: UAH |
| 3.5 | **Proposal Validity Period** commencing after the deadline for submission of proposals (see 4.2 above) | 90 business days |
| 2.4 | **Clarifications of solicitation documents** | Requests for clarification shall be submitted days before the deadline for submission of proposal.  UN Women shall endeavour to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UN Women to extend the deadline date, unless UN Women deems that such an extension is justified and necessary. |
| **Contact address for requesting clarifications on the solicitation documents** | Requests for clarification should be addressed to the e-mail address: [unwomen.ukraine@unwomen.org](mailto:unwomen.ukraine@unwomen.org)  Clarification emails should include a subject header in the following format: “UN Women RFP Reference # UKR/2018-007, Request for Clarification, Company/Contractor Name”  Proposers must not communicate with any other personnel of UN Women regarding this RFP.  **The e-mail address above is for clarifications ONLY.**  **IMPORTANT: Do not send or copy the e-mail address above while submitting a proposal. Doing so will disqualify your proposal.** |
| 2.5 | **Pre-Proposal/Bid Meeting** | Not applicable |
| 3.9 | [Proposal Security](http://www2.unwomen.org/~/media/commoncontent/procurement/un-women-procurement-rfp-security-instruments-en.docx) | Not Required  Proposal Security is not foreseen to be required by UN Women at this stage; however, UN Women reserve the rights to request a Performance Security from the successful bidder at any stage. |
| 7.4 | [Performance Security](http://www2.unwomen.org/~/media/commoncontent/procurement/un-women-procurement-rfp-security-instruments-en.docx) | Not Required  Performance Security is not foreseen to be required by UN Women at this stage; however, UN Women reserve the rights to request a Performance Security from the successful proposer at any stage. |
| 3.2 | **Waiver & Release of Indemnity (If there is a site visit/inspection)** | Not Required  No site inspections/visits are necessary and therefore a waiver/release of indemnity is not required. |

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

Yours sincerely,

Olga Osaulenko

Programme Coordinator, UN Women Ukraine

**ANNEX 2**

# TERMS OF REFERENCE (TOR)

1. **Background**

UN Women, grounded in the vision of equality enshrined in the Charter of the United Nations, works for the elimination of discrimination against women and girls; the empowerment of women; and the achievement of equality between women and men as partners and beneficiaries of development, human rights, humanitarian action and peace and security. UN Women work in Ukraine focuses on supporting the government and civil society in advancing gender equality and implementation of the national and international commitments. Since 2015 UN Women has been concentrating its interventions toward the realization of following strategic goals: women’s leadership and participation; implementation of women, peace and security agenda, including a humanitarian response, and gender responsive governance. UN Women works closely with the UN Country Team in integration of women’s rights and gender equality in all spheres of UN work. UN Women contributes to the gender-responsive implementation of the 2030 Agenda for Sustainable development.

Ukraine has taken the key international commitments on gender equality. The country adopted the Sustainable Development Goals (SDGs), joined the Beijing Declaration and the Platform for Action (BPfA) of the 4th World Conference for Women (1995) and ratified key human rights treaties, including Convention on the Elimination of All Forms of Discrimination against Women (CEDAW, 1981) and its Optional Protocol. The Ukraine-EU Association Agreement, signed in 2014, entails a commitment to ensure equal opportunities for women and men in em­ployment, education, training, the economy, and in society and decision-making[[1]](#footnote-2). Gender equality is enshrined in the Ukrainian Constitution. The new State Social Programme on Equal Rights and Opportunities of Women and Men for the period up to 2021[[2]](#footnote-3) looks to strengthen the institutional mechanism for gender equality with an integrated approach to addressing the institutional barriers to gender equality. Ukraine’s policy and legislative framework on gender equality also includes the Human Rights Strategy and Action Plan adopted in 2015[[3]](#footnote-4), which aims to ensure equal rights and opportunities for women and men in all areas of public life. Adoption by the Government of the National Action Plan for Implementation of UN Security Council Resolution 1325[[4]](#footnote-5) is also a commendable step towards implementation of the women, peace and security (WPS) agenda in Ukraine.

Since ratification of CEDAW, Ukraine is obliged to regularly submit progress reports to the Committee about implementation of the Convention. In 2017, the Government of Ukraine submitted the 8th periodic report[[5]](#footnote-6). In addition, Ukrainian Parliament Commissioner for Human Rights submitted its general report[[6]](#footnote-7). 14 civil society organizations (CSOs) and coalitions prepared 14 shadow reports[[7]](#footnote-8) and presented theirs oral and written statements to the Committee. UN Country Team in Ukraine also prepared the UN Country Team Report on CEDAW implementation[[8]](#footnote-9). According to the CEDAW monitoring and reporting procedure the CEDAW Committee considered the eighth periodic report of state, UN Country Team report, analysed information from CSOs and coalitions, conducted the constructive dialogue with the state delegation, received information from NGOs and UN entities during the plenary session and issued a list of Concluding observations on the eighth periodic report[[9]](#footnote-10) (CEDAW COs). The concluding observations identify progress made and remaining gaps in implementation and provide country-specific guidance on further steps required to accelerate compliance with the Convention’s provisions. Ukraine is requested to submit its next periodic report to CEDAW in March 2021.

To support the Government with a comprehensive implementation of the CEDAW Concluding Observations, including with raising awareness and knowledge about the Convection and its Optional Protocol, UN Women launched the project “CEDAW in Action!” in June 2017, which is funded by the Government of Canada. The project aims to promote stronger accountability for the obligations under the CEDAW by providing capacity building and technical support to the government in effective implementation and monitoring of the Convention and the COs, and to women, particularly those facing multiple forms of discrimination, in understanding and claiming their human rights. With UN Women’s technical support and policy guidance, the Government of Ukraine, in collaboration with women’s groups and CSOs drafted its first-ever Action Plan for the Implementation of the CEDAW Concluding Observations. Its adoption was prioritized in the 2018 Annual Plan of the Cabinet of Ministries[[10]](#footnote-11) and Vice Prime Minister for European and Euro-Atlantic Integration. Other initiatives of Government related to the CEDAW COs included amending the Law on Ensuring Equal Rights and Opportunities and the National Action Plan for the Implementation of the UN Security Council Resolution 1325 on Women, Peace and Security for 2016-2020 (NAP 1325).

Regular monitoring of implementation of CEDAW Concluding Observations is very important for ensuring increased accountability of the state on its commitments on gender equality and women’s empowerment. The role of civil society and women’s organizations is crucial in this regard.

UN Women aims to build knowledge and develop capacities of CSOs working on gender equality CSOs working with women facing multiple forms of discrimination to monitor implementation of CEDAW and its COs by the Government and the Parliament of Ukraine at different levels, as well as by representatives of the justice system.

UN Women is therefore seeking to contract the services of a company/organization with extensive experience in gender equality and women’s empowerment, as well as with excellent understanding of CEDAW reporting cycle and procedures to develop a monitoring methodology for implementation of CEDAW Concluding observations on the eighth periodic report of Ukraine (CEDAW Watch Tool), train CSOs on its application, conduct monitoring and present the results with further recommendations to the Government on better implementation of CEDAW and CEDAW COs.

1. **Scope of Work/Duties and Responsibilities**

Under the overall guidance of UN Women Country Programme Manager/Head of Office, and direct supervision of UN Women National Programme Analyst the selected contractor will implement a set of tasks listed below:

1. Develop detailed work plan with timelines for assignment implementation.
2. Develop a methodology for monitoring of implementation of CEDAW and CEDAW COs by the Government of Ukraine (CEDAW Watch Tool) for civil society organizations based on the best practices of human rights monitoring produced by local and international organizations, CSOs and networks (for example IWRAW AP <https://www.iwraw-ap.org>, [[11]](#footnote-12) UN Women recommendations on CEDAW monitoring, OHCHR)[[12]](#footnote-13).
3. Conduct a round table to present the methodology for government representatives and civil society. Produce and disseminate the monitoring guideline. Develop training tools on monitoring of CEDAW and CEDAW COs implementation.
4. Conduct at least 2 trainings on application of methodology for CSOs working on gender equality and women’s empowerment and women's groups working with women facing multiple forms of discrimination.
5. Apply the developed methodology and conduct monitoring of CEDAW and CEDAW COs implementation by Ukraine for the period 1 March 2017 – 30 November 2018.
6. Conduct a round table to present the results of the conducted monitoring as well as recommendations to the Government. Make the special focus on the steps taken to implement the recommendations contained in paragraphs 13 (a) and (f) and 29 (a) and (c) of the CEDAW COs.
7. Produce Final Project Report.

The selected Company is expected to strictly adhere to the UN Women and Global Affairs Canada branding guidelines (use of logo, disclaimer, copyright etc.). UN Women will provide a technical support and guidance.

1. **Assignment Deliverables:**

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Deliverables** | **Payment amount** | **Deadline** |
| 1 | Detailed work plan describing all activities of the assignment with timelines.  Developed concepts of:   * methodology for monitoring of implementation of CEDAW and CEDAW COs by the Government of Ukraine (CEDAW Watch Tool) for civil society organizations based on the best local and international practices of human rights monitoring and * training on the methodology application. | 40% of the contract amount | 5 September 2018 |
| 2 | Methodology for monitoring of implementation of CEDAW and CEDAW COs by the Government of Ukraine (CEDAW Watch Tool) for civil society organizations based on the best local and international practices of human rights monitoring developed. | 20% of the contract amount | 20 September 2018 |
| 3 | * CEDAW Watch Tool methodology guideline (publication) produced. * Round table to present the methodology for government representatives and civil society conducted. | 30 September 2018 |
| 4 | * Training tools (training concept, agenda, exercises description) on application of the methodology on the monitoring of the implementation of CEDAW and CEDAW COs developed. * At least 2 trainings for CSOs working on gender equality and protection of human rights of women facing multiple forms of discrimination conducted. | 30% of the contract amount | 30 October 2018 |
| 5 | * Monitoring of CEDAW and CEDAW COs implementation by the state for the period 1 March 2017 – 30 November 2018 conducted. * Report on the monitoring results submitted. | 05 December 2018 |
| 6 | * Report on the monitoring results published. * Round table to present the monitoring results for government representatives and civil society conducted. | 10% of the contract amount | 15 February 2019 |
| 7 | Final Project Report produced. | 20 February 2019 |

1. **Inputs**

* UN Women will provide the Contractor with the relevant technical support and advice during the implementation of the project.
* UN Women will share with the Contractor the Concluding observations and other existing materials on CEDAW monitoring tools/approaches.
* UN Women will share with the Contractor the UN Women and Global Affairs Canada branding guidelines.

**ANNEX 3**

**EVALUATION METHODOLOGY AND CRITERIA**

**1. Preliminary Evaluation**

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

* Submitting companies are not included among United Nations suspended companies;
* Offers are signed by an authorized party, including Power of Attorney if stipulated
* Officially registered legal entity in Ukraine eligible of the assignment (Organization Charter, license and other supporting documents need to be attached to the proposal)
* The offer is complete and eligible.

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

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

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

Technical proposal: 700 points

Financial proposal: 300 points

Total number of points: 1000 points

**Evaluation of financial proposal:**

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

A formula is as follows:

p = y (μ/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 700 points):

|  |  |  |
| --- | --- | --- |
| **1.0 Expertise and Capability of Proposer** | | **Points obtainable** |
| Expertise of organization submitting proposal | |
| 1.1 | Organizational Architecture   * The organization has a well-developed framework through which to deliver its vision and strategy and ensure effective business processes | 20 |
| 1.2 | * Financial capacity and adverse judgments or awards. *The proposer is in sound financial condition based on the financial documentation and information furnished in their proposal which should not show any financial concerns, such as negative net worth, bankruptcy proceedings, insolvency, receivership, major litigation, liens, judgments or bad credit or payment history.* * *The organization demonstrates strong financial capacity and reliability to deliver the activities described in the TOR* | 30 |
| 1.3 | General Organizational Capability  General Organizational Capability which is likely to affect performance (i.e. size of the organization, strength of management support) |  |
| 30 |
| 1.4 | Quality assurance procedures and mitigation measures | 20 |
| 1.5 | Relevance of: | 100 |
| * Specialized Knowledge (including good understanding of work of the national gender mechanism); |
| * Experience of work on gender mainstreaming, CEDAW application and monitoring, provision of trainings, experience of work with different groups of women including vulnerable; |
| * Experience on Projects in the Region; |
| * Work for another UN agencies/ major multilateral/ or bilateral programmes |
| **Total** | | 200 |
| **2.0 Proposed Work Plan and Approach** | | **Points obtainable** |
| Proposed methodology | |
| 2.1 | Analysis Approach, Methodology- including Proposer’s understanding of UN Women’s work, adherence to procurement principles and TOR. | 200 |
| 2.2 | Management Services – Timeline and deliverables. | 130 |
| 2.3 | Environmental Considerations:  Compliance Certificates, Accreditations, Markings/Labels, and other evidences of the Bidder’s practices which contributes to the ecological sustainability and reduction of adverse environmental impact (e.g. use of non-toxic substances, recycled raw materials, energy-efficient equipment, reduced carbon emission, etc.), either in its business practices or in the goods it manufactures. | 20 |
|  | **Total** | 350 |
| **3.0 Resource Plan, Key Personnel** | | **Points obtainable** |
| Qualification and competencies of proposed personnel | |
| 3.1 | Composition of the team proposed to provide, and the work tasks (including supervisory) | 150 |
|  | Curriculum vitae of the proposed team that will be involved either full or part time  The team shall compose of a team leader; at least two human rights experts with an experience of work with CEDAW and different groups of women including vulnerable, have a good understanding of work of the national gender mechanism, monitoring methodologies, including data collection and analysis, provision of trainings, application to achieve tasks and write up report. |
|  | **Total** | 150 |
|  | TOTAL FOR TECHNICAL PROPOSAL | 700 |
|  | [70%] **of** [700] **pts =** [490] **pts needed to pass technical** |  |

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

**ANNEX 4**

**FORMAT OF TECHNICAL PROPOSAL**

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

**Financial Proposals must be submitted in a separate 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. |
| 1.2 Financial capacity and adverse judgments or awards:   * 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. * 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. * 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. |
| 1.4 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. |
| 1.5 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 another 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 undertaking the 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 |
| 2.2 Management - timeline, deliverables and reporting   * Provide a detailed description of how the management for the requested goods/services/works will be implemented in regard to the TOR |
| 2.3 Environment-related approach to the service/work required   * Please provide a detailed description of the methodology for how the organization/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. |
| **Section 3.0: Resource Plan, Key Personnel** |
| 3.1 Composition of the team proposed to perform TOR, and the work tasks (including supervisory)  Describe the availability of resources in terms of personnel and facilities required for the TOR. Describe the structure of the proposed team/personnel, and the work tasks (including supervisory) which would be assigned to each. An organigram illustrating the office location (city and country), reporting lines, together with a description of such organization of the team structure, should be submitted. |
| 3.2 Profile on Gender Equality   * Proposer is strongly encouraged to include information regarding the percentage of women: (1) employed in the Proposer’s organization, (2) in executive and senior positions, and (3) shareholders. While this will *not* be a factor of evaluation, UN Women is collecting this data for statistical purposes in support of its mandate to promote gender equality and women’s empowerment. * Proposers are also invited to: (1) become a signatory to the [Women Empowerment Principles](http://www.weprinciples.org/Site/Companies/1) (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://www.empowerwomen.org/business-hub): <http://weprinciples.org/Site/CompaniesLeadingTheWay/> |
| Provide Curriculum vitae of the proposed personnel that will be involved either full time or part time.  Highlight the relevant academic qualifications, specialized trainings and pertinent work experience.  ***Substitution*** of key personnel shall only be permitted in accordance with section 2.4 of the General Conditions of Contract. |
| Please use the format below, with each CV no more than THREE pages in length. |

**Sample CV template:** *[Adjust per needs]*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name: | | |  | |
| Position for this Assignment: | | |  | |
| 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 3.4.1of 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

1. **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.

1. **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.

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.

1. **Cost Breakdown per Deliverables**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Deliverables** | **Payment amount** | **Price (Lump Sum, All Inclusive)** | **Deadline** |
| 1 | Detailed work plan describing all activities of the assignment with timelines.  Developed concepts of:   1. methodology for monitoring of implementation of CEDAW and CEDAW COs by the Government of Ukraine (CEDAW Watch Tool) for civil society organizations based on the best local and international practices of human rights monitoring and 2. training on the methodology application. | 40% of the contract amount |  | 5 September 2018 |
| 2 | Methodology for monitoring of implementation of CEDAW and CEDAW COs by the Government of Ukraine (CEDAW Watch Tool) for civil society organizations based on the best local and international practices of human rights monitoring developed. | 20% of the contract amount |  | 20 September 2018 |
| 3 | CEDAW Watch Tool methodology guideline (publication) produced. Round table to present the methodology for government representatives and civil society conducted. |  | 30 September 2018 |
| 4 | Training tools (training concept, agenda, exercises description) on application of the methodology on the monitoring of the implementation of CEDAW and CEDAW COs developed. At least 2 trainings for CSOs working on gender equality and protection of human rights of women facing multiple forms of discrimination conducted. | 30% of the contract amount |  | 30 October 2018 |
| 5 | Monitoring of CEDAW and CEDAW COs implementation by the state for the period 1 March 2017 – 30 November 2018 conducted. Report on the monitoring results submitted. |  | 05 December 2018 |
| 6 | Report on the monitoring results published. Round table to present the monitoring results for government representatives and civil society conducted. | 10% of the contract amount |  | 15 February 2019 |
| 7 | Final Project Report produced. |  | 20 February 2019 |

**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: *UN Women office in Ukraine, 20 Esplanadna st. Kiev, Ukraine*

Date: *[insert date of Proposal Submission]*

We, the undersigned, declare that:

1. We have examined and have no reservations to the Proposal Solicitation Documents*;*
2. We offer to supply in conformity with the Proposal Solicitation Documents the following “D*evelop methodology and conduct civil monitoring of the implementation of CEDAW and its Concluding Observations on the eighth periodic report of Ukraine”*and undertake, if our proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.
3. 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.
4. 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;
5. Our proposal shall be valid for a period of **90** days from the date fixed for opening of proposals in the Request for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
6. If our proposal is accepted, we commit to obtain a performance security with the instructions under the Proposal Instruction Sheet;
7. 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]*
8. We have no conflict of interest in accordance with Clause 1.2 *(Eligible Proposers)* of the RFP Instructions to Proposers;
9. 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;
10. 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](http://www.unwomen.org/en/about-us/guiding-documents) and [women’s empowerment](http://weprinciples.org/Site/PrincipleOverview/);

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 non-discrimination;

  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**

**UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN (UN-WOMEN)**

**20, Esplanadna str., Office 712, Kyiv, 01023, Ukraine**

**SHORT FORM *DE MINIMIS* CONTRACT FOR SERVICES No. [INSERT NUMBER]**

**[PLEASE NOTE THAT THE SHORT FORM *DE MINIMIS* CONTRACT NUMBER MUST BE QUOTED ON ALL RELEVANT CORRESPONDENCE AND INVOICES]**

|  |
| --- |
| This Contract is made on [DATE] 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 (“UN-WOMEN”) and [OFFICIAL NAME OF COMPANY], duly incorporated or organized under the laws of [COUNTRY], with its registered offices at [ADDRESS], company registration number [INSERT NUMBER] (“Contractor”). Both hereinafter separately and jointly referred to as the “Party” or the “Parties”, respectively.  This document together with Annex A (*Special Conditions*)], Annex B (*General Conditions of Contract for De Minimis Contracts*), and Annex C (*Terms of Reference*) (“Contract Documents”) constitute the entire agreement between the Parties with regard to the subject matter hereof (“Contract”). The documents comprising this Contract are complementary of one another, but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply: first this document, second Annex A, third Annex B, and fourth Annex C.  This Contract embodies the entire agreement between 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.  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.  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. |
| **The Services**. The Contractor shall provide the following services (the “**Services**”) in accordance with the terms and conditions set forth in this Contract, as more particularly described in Annex C. [*Insert details of the nature of the services being procured, the purpose of the Services, how the Services are intended to assist UN-Women’s applicable project, why the Services are required, including any deliverables (“Deliverables”) to be provided by the Contractor. For example, Deliverables may include interim reports, final reports, etc.*]. |
| **Quality standards**. The Contractor shall provide the Services [in accordance with // to meet] the following quality standards: [*if applicable, insert the details of the applicable quality standards, if any, to which the Services must be provided*.] |
| **Contract Price and Payment Terms**: In full consideration for the complete, satisfactory and timely performance by the Contractor of its obligations under this Contract, UN-Women shall pay the Contractor: [*insert either option*] [OPTION 1: a total fixed fee of US$\_\_\_\_\_\_\_\_\_\_\_\_ in instalments of [US$\_\_\_\_\_] as set forth below] OR [OPTION 2: fees for the provision for the Services at the rates as set forth below].  [*Insert details of the Contract price, whether it be lump sum or on a time and materials. Insert frequency of payment, for example, upon satisfactory completion and delivery of the final report to UN-Women and after [acceptance by UN-Women // certification by UN-Women that the] Services have been performed and the expected outputs have been satisfactorily provided.*  Contractor’s bank account for payments under this Contract (*see* Article 1 of the Special Conditions, Annex A).  Name of bank: \_\_\_\_\_\_\_\_\_\_\_\_\_;  Bank address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;  Bank ID (SWIFT/BIC for non-US bank and ABA number for US bank)  Account No. or IBAN: (IBAN if the bank is within EU/EEA)  BSB: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Bank account title/name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ [***Must*** *be in the name of the Contractor*.]  Currency of payment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Currency of bank account: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Type of account: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Checking or Savings)  Routing instructions: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (if necessary)  30. |
| **Term of Contract:** This Contract shall take effect on the date the Parties have signed this Contract, or if the Parties have signed it on different dates, the date of the latest signature. This Contract shall remain in effect until [*insert date*]. |
| **Notices**:[[13]](#footnote-14)  For the Contractor:  [*Insert company name*]  [*Insert address for Notices to be sent to*]  Attention: [*Insert contact person name and title*]  Tel: [*insert telephone number*]  For UN-Women:  UN-Women  [*Insert address for Notices to be sent to*]  Attention: [*Insert contact person name and title*]  Tel: [*insert telephone number*] |
| **IN WITNESS WHEREOF**, the Parties have, through their authorized representatives, executed this Contract on the date herein below written.  **FOR [NAME OF CONTRACTOR] FOR UN-WOMEN**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***CONTRACTOR RETAINS 1 ORIGINAL CONTRACT AND RETURNS TO UN WOMEN 1 DULY SIGNED AND DATED ORIGINAL.*** |

**ANNEX A**

**SPECIAL CONDITIONS**

1. **PAYMENT TERMS**

1.1 The Contractor shall submit to UN-WOMEN an original copy of its invoices for all Services supplied to   
UN-WOMEN in accordance with this Contract, together with such supporting documentation and details as the   
UN-WOMEN may require.

1.2 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 are set forth in the Contract document above.

1.3 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, in accordance with Article 1.2 above, 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.

1.4 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 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.

1.5 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.

1.6 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.

**2. PERFORMANCE OF THE SERVICES**

2.1 The Contractor and its personnel shall perform the Services under this Contract with the necessary care and diligence, and in accordance with the highest professional standards and with all laws, ordinances, rules and regulations bearing upon the performance of the obligations under the Contract. Except as expressly provided in the Contract,   
(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; and (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. REPRESENTATIONS AND WARRANTIES**

3.1 The Contractor represents and warrants that:

(a) it is duly organized, validly existing and in good standing;

(b) it has all necessary power and authority to execute and perform this Contract;

(c) 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;

(d) this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;

(e) all of the information it has provided to the UN concerning the provision of the Services pursuant to this Contract is true, correct, accurate and not misleading;

(f) it is financially solvent and is able to provide the Services to the UN in accordance with the terms and conditions of the Contract;

(g) the Contractor shall not infringe nor cause UN-WOMEN to infringe any intellectual property or other proprietary rights of any third party; and

(h) for itself and for the Personnel, parent entities, affiliates or subsidiaries (if any), none of them are engaged in the provision of support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UN-WOMEN hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts which may be entered into under this Contract, in accordance with the provisions of this Contract.

The Contractor acknowledges and agrees that each of the representations and warranties set forth in this Article constitutes an essential term of the Contract and that any breach of any of these representations and warranties 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. INSPECTION**

4.1 UN-WOMEN, or its authorized agent, reserves the right to review and inspect at any time all Services performed or being performed (including the preparation of deliverables) by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the term of this Contract, and Contractor shall provide UN-WOMEN access for the purpose of such inspection.

**5. NON-EXCLUSIVE REMEDIES**

5.1 If any Services performed by the Contractor do not conform to the requirements of this Contract, and/or in the event that the Contractor fails to comply with any condition of the 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 (after giving the Contractor reasonable notice to perform) have the following options, to be exercised in its sole discretion:

5.1.1 procure all or part of the Services from other sources;

5.1.2 refuse to accept delivery of all or part of the Services; or

5.1.3 terminate the Contract in accordance with Article 13.1,

and the Contractor shall be liable by reason of default for any loss or damage sustained and additional costs incurred by UN-WOMEN, including without limitation any increase in the price payable by UN-WOMEN resulting from the procurement of the Services from other sources. UN-WOMEN may, without notice to the Contractor, apply to the payment of any such loss, damage or additional costs, by setoff or otherwise, all credits, claims or other amounts, whether or not related to the Contract, at any time owing by UN-WOMEN to the Contractor. No grant of time to the Contractor to cure a default hereunder, nor any delay or failure by UN-WOMEN to exercise any other right or remedy available to UN-WOMEN under the Contract, shall prejudice any rights or remedies available to UN-WOMEN under the Contract or be deemed a waiver thereof. The rights and remedies herein provided are cumulative and not exclusive of any rights, remedies, powers and privileges provided by law.

**6. TRANSLATION**

6.1 The Parties shall sign this Contract in English. If the Parties decide to sign this Contract in English and in another language, the Parties shall sign two originals in each language, which shall be equally authentic. In case of a conflict between the originals in the English language and the other language, the English language text shall prevail.

**7. NOTICES**

7.1 Service of any notice referred to in the Contract or arising from it shall be deemed to be valid if sent by registered mail or by hand against authorized signature on receipt, to the address of the Party concerned as set forth in the Contract.

8. **MISCELLANEOUS**

8.1 Without limiting the provisions of Article 19 (Modifications) of the General Conditions (Annex B), 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.

8.2 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.

8.3 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.

8.4 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.

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

8.6 This Contract and everything herein contained shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. No other person shall be a third-party beneficiary hereof or have or be entitled to assert rights or benefits hereunder.

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**ANNEX B**

**GENERAL CONDITIONS OF CONTRACT FOR *DE MINIMIS* CONTRACTS**

1. **LEGAL STATUS OF THE PARTIES:** The Contractor shall be considered as having the legal status of an independent contractor *vis-à-vis* UN-WOMEN. The Contractor’s personnel and sub‑contractors shall not be considered in any respect as being the employees or agents of UN-WOMEN.
2. **RESPONSIBILITY FOR EMPLOYEES:** The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.
3. **ASSIGNMENT:** The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UN-WOMEN.
4. **SUBCONTRACTING:** In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UN-WOMEN for all sub-contractors. The approval of UN-WOMEN of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.
5. **INDEMNIFICATION**: The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UN-WOMEN, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor’s employees, officers, agents or sub‑contractors, in the performance of this Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of worker’s compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.
6. **INSURANCE AND LIABILITY**:
   1. The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
   2. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
   3. The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
   4. Except for the workmen's compensation insurance, the insurance policies under this Article shall:
      1. Name UN-WOMEN as additional insured;
      2. Include a waiver of subrogation of the Contractor's rights to the insurance carrier against   
         UN-WOMEN;
      3. Provide that UN-WOMEN shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
   5. The Contractor shall, upon request, provide UN-WOMEN with satisfactory evidence of the insurance required under this Article 6.
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:**
   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.
   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.
   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.
   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 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 the United Nations or UN-WOMEN, or any abbreviation of the name of the United Nations or UN-WOMEN in connection with its business or otherwise without the written permission of the United Nations.
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:
    1. The Recipient shall:
       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*,
       2. use the Discloser’s Information solely for the purpose for which it was disclosed.
    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:
       1. any other party with the Discloser’s prior written consent; *and*,
       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:
          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*,
          2. any entity over which the Party exercises effective managerial control; *or*,
          3. for UN-WOMEN, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.
    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, of which UN-WOMEN is an integral part, 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.
    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.
    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.
    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**:
    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.
    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.
    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**:
    1. Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days’ notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 (“Arbitration”), below, shall not be deemed a termination of this Contract.
    2. UN-WOMEN may terminate forthwith this Contract at any time should the mandate or the funding of   
       UN-WOMEN be curtailed or terminated, in which case the Contractor shall be reimbursed by UN-WOMEN for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
    3. In the event of any termination by UN-WOMEN under this Article, no payment shall be due from   
       UN-WOMEN to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
    4. Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UN-WOMEN may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform UN-WOMEN of the occurrence of any of the above events.
    5. 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**:
    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.
    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, of which UN-WOMEN is an integral part.
18. **TAX EXEMPTION**:
    1. Article II, Section 7, of the Convention on the Privileges and Immunities of the United Nations provides, *inter alia*, that the United Nations, of which UN-WOMEN is an integral part, 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.
    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**: Pursuant to the financial regulations and rules of UN-WOMEN, only the Head of the UN-WOMEN [Country][Regional] Office at [City, Country], or such other contracting authority as UN-Women has made known to the Contractor in writing, (“Authorised Representative”), possesses the authority to agree on behalf of UN-WOMEN to any modification of or change in this 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 this Contract shall be valid and enforceable against UN-WOMEN unless provided by an amendment to this Contract signed by the Contractor and the Authorised Representative.
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.

1. **LIMITATION ON ACTIONS**:
   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.
   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.

1. **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, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UN-WOMEN.
2. **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 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 award thereof or for any other purpose intended to gain an advantage for the Contractor.
3. **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. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UN-WOMEN, as such obligations are set forth in the UN-WOMEN vendor registration procedures.
4. **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.
5. **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.
6. **SEXUAL EXPLOITATION:**

28.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

28.2 UN-WOMEN shall not apply the foregoing standard relating to age in any case in which the Contractor’s personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor’s personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

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**SPECIAL CONDITION OF CONTRACT**

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

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**ANNEX 9**

**SUBMISSION CHECKLIST**

For email submissions:

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| --- | --- |
| **Technical Proposal PDF sent to the technical e-mail address specified in the Invitation Letter includes:** | |
| * Technical Proposal |  |
| * Proposal Submission form |  |
| * Voluntary Agreement to Promote GE & WE (Voluntary) |  |
| **Financial Proposal PDF sent to the financial e-mail address specified in the Invitation Letter includes:** | |
| * Financial Proposal |  |

|  |  |
| --- | --- |
| **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. |  |

1. Ukraine-EU Association Agreement, Title V, Economic and Sector Cooperation, Chapter 21, Cooperation on Employment, Social Policy and Equal Opportunities, Articles 419, 420. [↑](#footnote-ref-2)
2. State Social Programme on Equal Rights and Opportunities of Women and Men for the period up to 2021, adopted by the Decree of the Cabinet of Ministers #273, dated 11 April 2018, <https://kmu.gov.ua/ua/npas/pro-zatverdzhennya-derzhavnoyi-socialnoyi-programi-zabezpechennya-rivnih-prav-ta-mozhlivostej-zhinok-i-cholovikiv-na-period-do-2021-roku>. [↑](#footnote-ref-3)
3. National Action Plan on Implementation of the National Human Rights Strategy till 2020, adopted by the Decree of the Cabinet of Ministers #1393, dated 23 November 2015, <https://kmu.gov.ua/ua/npas/248740679> (accessed on 10 July 2018) [↑](#footnote-ref-4)
4. National Action Plan on implementation of UN Security Resolution 1325 on Women, Peace and Security adopted by Decree № 113 of the Cabinet of Ministries of Ukraine dated 24 February 2016, <http://zakon3.rada.gov.ua/laws/show/113-2016-%D1%80> (accessed on 10 July 2018) [↑](#footnote-ref-5)
5. United Nations, Committee on the Elimination of Discrimination against Women, "Consideration of reports submitted by States parties under article 18 of the Convention, Eighth periodic report of States parties due in 2014, Ukraine" (CEDAW/C/UKR/8), 6 August 2015, Available at <https://tbinternet.ohchr.org/_layouts/treatybodyexternal/Download.aspx?symbolno=CEDAW%2fC%2fUKR%2f8&Lang=en> (accessed on 10 July 2018) [↑](#footnote-ref-6)
6. Ukrainian Parliament Commissioner for Human Rights, "Shadow report (Submission) on implementation of the UN Convention on the elimination of all forms of discrimination against women by Ukraine" (Ukraine 2017), Available at <https://tbinternet.ohchr.org/Treaties/CEDAW/Shared%20Documents/UKR/INT_CEDAW_IFN_UKR_26216_E.pdf> (accessed on 10 July 2018) [↑](#footnote-ref-7)
7. *See Shadow Reports of the 66 Session of the Committee on the Elimination of Discrimination against Women (13 Feb 2017 - 03 Mar 2017),* Available at <https://tbinternet.ohchr.org/_layouts/treatybodyexternal/SessionDetails1.aspx?SessionID=1071&Lang=en> (accessed on 10 July 2018) [↑](#footnote-ref-8)
8. United Nations Ukraine, " Report of the UN Country Team in Ukraine is presented at the CEDAW 66th session", Available at <http://un.org.ua/en/information-centre/news/4040-report-of-the-un-country-team-in-ukraine-is-presented-at-the-cedaw-66th-session> (accessed on 10 July 2018) [↑](#footnote-ref-9)
9. United Nations, "Concluding observations on the 8th periodic report of Ukraine: Committee on the Elimination of Discrimination against Women" (CEDAW/C/UKR/CO/8), Adopted by the Committee at its 66th session (13 Feb.-3 Mar. 2017), Available at <https://digitallibrary.un.org/record/1286284?ln=en> (accessed on 10 July 2018)

   UN Women Europe and Central Asia, "Translation of the Concluding observations on the 8th periodic report of Ukraine: Committee on the Elimination of Discrimination against Women into the Ukrainian language", Available at <http://eca.unwomen.org/en/digital-library/publications/2017/12/concluding-observations-on-the-eighth-periodic-report-of-ukraine> (accessed on 10 July 2018) [↑](#footnote-ref-10)
10. Cabinet of Ministers of Ukraine, Decree # 244-p of 28 March 2018 "On approval of Priority Actions Plan for the Government of Ukraine for 2018", Governmental portal - Unified web-portal of executive bodies of Ukraine, Available at <https://www.kmu.gov.ua/ua/npas/pro-zatverdzhennya-planu-prioritetnih-dij-uryadu-na-2018-rik> (accessed on 10 July 2018) [↑](#footnote-ref-11)
11. Participation in the CEDAW Reporting Process: Process and Guidelines for Writing a Shadow/Alternative Report <https://www.iwraw-ap.org/resources/participation-in-the-cedaw-reporting-process-process-and-guidelines-for-writing-a-shadow-alternative-report-part-1-2/?_sft_resource_type=shadow-report-guideline> [↑](#footnote-ref-12)
12. OHCHR Practical Guide for Civil Society on How to Follow Up on UN Human Rights Recommendations: https://www.ohchr.org/Documents/AboutUs/CivilSociety/HowtoFollowUNHRRecommendations.pdf

    OHCHR Guide on Human Rights Indicators – that are key to effective monitoring: <https://www.ohchr.org/Documents/Publications/Human_rights_indicators_en.pdf> [↑](#footnote-ref-13)
13. Please note that email addresses could be included in the description of the Services section for operational matters; not for receipt of Notices under the Contract for contract administration matters. [↑](#footnote-ref-14)