REQUEST FOR PROPOSAL (RFP)
LUMP-SUM OUTPUT BASED CONTRACT
FIRM/ORGANIZATION/NGO

CGA Qualitative Research on Feminist Participatory Action Research with Disadvantaged Groups of Women for the Cambodia Gender Assessment 2018

(Process 8920)

Phnom Penh, Cambodia
August 22, 2018

Dear Sir / Madam:

We kindly request you to submit your Proposal for CGA Qualitative Research on Feminist Participatory Action Research with Disadvantaged Group of Women for the Cambodia Gender Assessment 2018.

Please be guided by the forms attached hereto as Annex B and C, in preparing your Proposal.

Your offer, **comprising of a Technical and Financial Proposal, in separate sealed envelopes**, must be submitted to the following address **no later than 05 September 2018 by 12:00 p.m., local time**. **Late submission shall be rejected. Submission by email will not be accepted.**

UNDP Cambodia, Registry Office (Building No. 5)
No. 53, Pasteur Street, Boeung Keng Kang I
PO Box 877, Phnom Penh, Cambodia
Attn: Procurement Analyst, Procurement Unit

Your Proposal must be expressed in the ***English***, and valid for a minimum period of ***90 days***

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not

accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex D.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:
http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link : http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Kolap Hul
Operation Manager

Annex A

Description of Requirements

Context of the Requirement	CGA Qualitative Research on Feminist Participatory Action Research with Disadvantaged Groups of Women for the Cambodia Gender Assessment 2018
Brief Description of the Required Services[1]	As per Term of Reference
List and Description of Expected Outputs to be Delivered	• Inception report which includes a detailed work plan of literature review and qualitative field research, research methodology (including list of key informants), research questions, research limitations, and proposed detailed structure of final research report (including a short summary of what each chapter is about). • Draft literature review and analysis about disadvantaged groups of women and girls in Cambodia • Draft research report with publishable quality (which includes both the literature review and the qualitative field research) in Khmer and English • Deliver presentation of draft report including key findings and recommendations to MoWA/UNDP teams for onsite comments/clarification and follow by written comments • Final report with publishable quality and submission of raw data collected (transcriptions of FGDs and interviews, datasets, etc.) in Khmer and English.
Person to Supervise the Work/Performance of the Service Provider	The successful contractor will work under direct supervision of LWGE program management team (MoWA). and under overall management by Head of Programme Unit of UNDP.
Frequency of Reporting	Based on the outputs
Progress Reporting Requirements	N/A
Location of work	Phnom Penh, Cambodia
Expected duration of work	September 2018 to January 2019
Target start date	17September 2018

[1] *A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.*

Latest completion date	31 January 2019
Travels Expected	N/A
Special Security Requirements	N/A
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	N/A
Implementation Schedule indicating breakdown and timing of activities/sub-activities	☒ Required
Names and curriculum vitae of individuals who will be involved in completing the services	☒ Required
Currency of Proposal	☒ United States Dollars
Value Added Tax on Price Proposal[2]	☒ must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals *(Counting for the last day of submission of quotes)*	☒ 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	☒ Not permitted
Payment Terms[3]	

No	Outputs/Deliveries	Payment Schedule	Payment Amount (%)
1	Upon adoption of the inception report	September 2018	20

[2] *VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.*

[3] *UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding $30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.*

	2	Upon satisfactory completion of literature review	November 2018	20
	3	Upon satisfactory completion of literature review	December 2018	40
	4	Upon satisfactory completion of the final report and submission of raw data collected in field research	January 2018	20

Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Assistant Country Director of UNDP , UNDP Cambodia
Type of Contract to be Signed	☒ Contract for Professional Services
Preliminary Examination	UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage.
Criteria for Contract Award	☒ Having received the Highest Combined Score (based on the 70% technical weight and 30% price weight distribution) The total score for each proposal will be calculated independently by the following formula: Rating the Technical Proposal (TP): **TP Rating** = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100 Rating the Financial Proposal (FP): **FP Rating** = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100 Total Combined Score: (TP Rating) x Weight of TP (70%) + (FP Rating) x Weight of FP (30%) **Total Combined and Final Rating of the Proposal**

	☒ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC will be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	

Stage 1: Technical Proposal Evaluation (70%)

The Technical Proposal of the offerors will be evaluated based on the following criteria:

The total number of points allocated for the technical proposal is 1000. The technical proposal of the offeror is evaluated based on following criteria:

No.	Summary of Technical Proposal Evaluation Forms	Points Obtainable
1	Expertise of organization	200
2	Proposed Approach and methodology	300
3	Proposed Personnel	500
	Total	1000

No.	Technical Proposal Evaluation Form 1: Expertise of organization	Points Obtainable
1	Minimum of five years of experiences in research, knowledge production and/or academic teaching in the field of social anthropology, sociology, political sciences and/or human rights.	70
2	Strong record of researches undertaken and published in the field of gender equality and women's rights.	70
3	Experience in conducting research with disadvantaged groups of women and girls.	60
	Total:	200

No.	Proposed Approach	Points Obtainable
1	To what degree does the Offeror understand the task? Have the important aspects of the task been addressed in sufficient detail?	100
2	Is the scope of task well defined and does it correspond to the TOR?	100
3	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	100
	Total	300

No.	Proposed personnel	Points Obtainable
1	**National/International Senior Gender Researcher (1 person):** • Advanced University Degree (PhD level) in gender studies, social anthropology, political sciences, sociology or another relevant field **(20 points)**. • Minimum ten years of relevant research experience in the field of gender equality and women's rights **(20 points)**. • Strong record of researches undertaken and published in the field of gender equality and women's rights **(20 points)**. • Demonstrated managerial competence and experience in organizing, leading and coordinating multi-cultural research teams **(30 points)**. • Research experience with disadvantaged groups of women and girls **(30 points)**. • Practical experience undertaking Feminist Participatory Action Research and ethnographic research **(20 points)**. • Demonstrated understanding and practice of ethical research standards which are gender and culturally sensitive **(20 points)**. • Relevant research experiences on gender issues in Cambodia and/or other South-East Asian countries **(20 points)**. • Fluency in English, excellent oral, written, communication and reporting skills- assessed by the publication produced by proposed candidate **(20 points)**.	200
2	**National Gender Researchers (2 persons):** • Advanced University Degree (Master's degree or above) in gender studies, social anthropology, political sciences, sociology or another relevant field **(15 points)** • Minimum five years of relevant research experience in the field of gender equality and women's rights in Cambodia **(15 points)** • Good record of researches undertaken and published in the field of gender equality and women's rights is a strong advantage **(10**	200 (100 x 2 persons)

	points). • Demonstrated experience in participating in multi-cultural research teams **(15 points)** • Research experience with disadvantaged groups of women and girls is an added value **(15 points)**. • Demonstrated understanding and practice of ethical research standards which are gender and culturally sensitive **(10 points)**. • Practical experience undertaking Feminist Participatory Action Research is a distinct advantage **(10 points)** • Fluency in English-assessed by publication produced by proposed candidate **(10 points)**	
3	**National Research Assistants (4 persons):** • Advanced University Degree (Bachelor's degree or above) in gender studies, social anthropology, political sciences, sociology or another relevant field **(5 points)** • Minimum two years of experiences in assisting relevant research and/or working experience in the field of gender equality and women's rights **(10 points)** • Demonstrated understanding and practice of ethical research standards which are gender and culturally sensitive **(5 points)** • Solid knowledge about gender issues in Cambodian society and sensitivity towards disadvantaged groups of women and girls **(5points)**	100 (25 x 4 persons)
	Total	500

The minimum score required to pass the evaluation of technical proposal is 70% of the total obtainable score of 1,000 points.

<u>Stage 2: Financial Proposal (30%)</u>

☒ Only the Financial Proposal of the Service Providers that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals will only be considered and opened for evaluation using the above formula.

Post Qualification Review	UNDP reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the

	Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the Terms of Reference, may include, but need not be limited to, all or any combination of the following: a) Verification of accuracy, correctness and authenticity of information provided by the Proposer on the legal, technical and financial documents submitted; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; d) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer; and e) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
UNDP will award the contract to:	☒ One Service Provider
Annexes to this RFP[4]	• Form for Submission of Technical Proposal (Annex B) • Form for Submission of Financial Proposal (Annex C) • General Terms and Conditions / Special Conditions (Annex D) • Terms of Reference (Annex E)
Required Documents for Submission	☒ **<u>Technical Proposal:</u>** Form for Submitting Service Provider's Technical Proposal is duly completed and signed as per **Annex-B** *(the form would allow bidders to confirm its conformity with the requirements defined in the Request for Proposal and all its attachments, as well as the provision of UNDP General Contract Terms and Conditions required under this process and complete the information and supporting documents for Qualification of Service Provider, Proposed Methodology for Completion of Service, and Qualification of Key Personnel).* ☒ **<u>Financial Proposal</u>**: Form for Submitting Service Provider's Financial Proposal is duly completed and signed as per **Annex-C** **Technical and Financial Proposals are submitted in separate sealed envelopes**.
No. of copies of Proposal that must be submitted	Original : 1 Copies : 1 1 CD ROM containing of technical proposal should be submitted along with the technical proposal envelop

[4] *Where the information is available in the web, a URL for the information may simply be provided.*

Contact Person for Inquiries (Written inquiries only)[5]	UNDP Cambodia Registry Office (located in Building No. 5, Ground Floor) No. 53, Pasteur Street, PO Box 877, Phnom Penh, Cambodia Tel: 023 216 167, Fax: 023 216 257 Attn: Procurement Unit, E-mail: sereyvattana.chan@undp.org and cc procurement.kh@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.

[5] *This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.*

Annex B

FORM FOR SUBMITTING SERVICE PROVIDER'S TECHNICAL PROPOSAL[6]

(This Form must be submitted using the Service Provider's Official Letterhead[7])

[insert: Location].
[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the **Request for Proposal (RFP) dated 22 August 2018**, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions.

[Name of the Organization submitting Proposal]……
[Signature Authorized Person and Stamp] ……
[Name of Authorized Person]……..
[Title of Authorized Person]……..
[Date]…….

A. **Qualifications of the Service Provider**

[6] *This serves as a template and mandatory to the Service Provider in submitting the Technical Proposal.*
[7] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

This section should describe the organizational unit that will be responsible for the contract, and the general management approach towards this project. This should fully explain the Bidder's resources in terms of personnel and other resources necessary for achieving project results. The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

a) Profile – provide description of the organization/firm including the year, staffs structure, and state/country of incorporation and a brief description of the Bidder's present activities (focusing on the services related to the Proposal). The Bidder should describe its experience in similar projects;
b) Business Licenses – Registration Papers, Tax Payment Certification, etc.;
c) Track Record – list of clients for similar services indicating description of contract scope, contract duration, contract value, and contact references within the last 5 years

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Referees Contact Details (Name, Phone, Email) *(UNDP retains the rights to contact referees directly)*

d) Latest Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. (if any);
e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc. (if any)
f) Written Self-Declaration that the Service Provider is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

B. **Proposed Methodology for the Completion of Services**

This section should demonstrate the Bidder's responsiveness to the requirements/specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements. The Service Provider must describe how it will address/deliver the demands of the Request for Proposal document.

C. **Qualifications of Key Personnel**

- The service provider shall submit the proposed team structure to successfully deliver the assignment. The specific roles and responsibilities of each team member as required in the Request for Proposal document shall be clearly presented. The service provider shall also provide the updated CV of each team member as the supporting evidence of their qualification.

Annex C

FORM FOR SUBMITTING SERVICE PROVIDER'S FINANCIAL PROPOSAL[8]

(This Form must be submitted using the Service Provider's Official Letterhead[9])

[insert: Location].
[insert: Date]

To: [insert: Name and Address of UNDP focal point]

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

A. **Cost Breakdown of Outputs/Tasks [This is only an Example]:**

The Proposers are requested to provide the cost breakdown for each project based on the following format. UNDP shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

		Position	**Time Input in Day/Month/Quantity**	**Person Remuneration/Unit Rate**	**Total**
Outcome XX					
	Output No 1				
1	Personnel Services				
	a. Expertise 1		[Home]		
			[Field]		
	b. Expertise 2		[Home]		
			[Field]		
2	Other Related Costs				
	Output No 2				
1	Personnel Services				
	a. Expertise 1		[Home]		
			[Field]		
	b. Expertise 2		[Home]		
			[Field]		
2	Other Related Costs				
	Output No 3				
1	Personnel Services				
	Expertise 1		[Home]		
			[Field]		
	Expertise 2		[Home]		
			[Field]		

[8] *This serves as a template to the Service Provider in submitting the Financial Proposal.*
[9] *Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes*

2	Other Related Costs				
	Output No 4				
1	Personnel Services				
	Expertise 1		[Home]		
			[Field]		
	Expertise 2		[Home]		
			[Field]		

B. **Cost Breakdown by Cost Component [This is only an Example]:**

Description of Activity	**Total Period of Engagement**	**Total Person Remuneration/Unit Rate**	**Total**
I. Personnel Services			
1. Services from Home Office			
a. Expertise 1			
b. Expertise 2			
2. Services from Field Offices			
a. Expertise 1			
b. Expertise 2			
II. Other Related Costs			
1. Travel Costs			
2. Daily Allowance			
3. Communications			
4. Reproduction			
5. Equipment Lease			
6. Others			

[Name of the Organization submitting Proposal]……
[Signature Authorized Person and Stamp] ……
[Name of Authorized Person]……..
[Title of Authorized Person]……..
[Date]…….

<u>NOTE: WHEN SUBMITTING YOUR BID DOCUMENTS, PLEASE CAREFULLY PLACE THE TECHNICAL AND FINANCIAL PROPOSALS IN SEPARATE SEALED ENVELOPES</u>.

Annex D

General Terms and Conditions for Institutional Contracts

Empowered lives.
Resilient nations.

GENERAL TERMS AND CONDITIONS FOR CONTRACTS

This Contract is between the United Nations Development Programme, a subsidiary organ of the United Nations established by the General Assembly of the United Nations (hereinafter "UNDP"), on the one hand, and a company or organization indicated in the Face Sheet of this Contract (hereinafter the "Contractor"), on the other hand.

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall deliver the goods described in the Technical Specifications for Goods (hereinafter the "Goods") and/or perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory delivery of the Goods and/or performance of the Services.

2.2 To the extent that the Contract involves any purchase of the Goods, the Contractor shall provide UNDP with written evidence of the delivery of the Goods. Such evidence of delivery shall, at the minimum, consist of an invoice, a certification of conformity, and other supporting shipment documentation as may otherwise be specified in the Technical Specifications for Goods.

2.3 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.4 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the delivery of the Goods and/or the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Goods and/or Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Goods and/or Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services and/or deliver the Goods, as and when requested by UNDP and reflected in a Purchase Order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a Purchase Order is issued.

3.4 The Goods and/or Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Goods and/or Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Goods delivered and/or Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a Purchase Order for the Goods and/or Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory delivery of the Goods and/or provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the delivery of the Goods and/or the provision of the Services.

4.2.2 The Contractor shall not provide the Services and/or deliver the Goods or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Goods delivered in accordance with the Technical Specifications for Goods and/or the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's delivery of the Goods and/or performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon

request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report.

8. RESPONSIBILITY FOR EMPLOYEES: To the extent that the Contract involves the provision of the Services to UNDP by the Contractor's officials, employees, agents, servants, subcontractors and other representatives (collectively, the Contractor's "personnel"), the following provisions shall apply:

8.1 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property.

8.2 The Contractor shall be responsible for the professional and technical competence of the personnel it assigns to perform work under the Contract and will select reliable and competent individuals who will be able to effectively perform the obligations under the Contract and who, while doing so, will respect the local laws and customs and conform to a high standard of moral and ethical conduct.

8.3 Such Contractor personnel shall be professionally qualified and, if required to work with officials or staff of UNDP, shall be able to do so effectively. The qualifications of any personnel whom the Contractor may assign or may propose to assign to perform any obligations under the Contract shall be substantially the same, or better, as the qualifications of any personnel originally proposed by the Contractor.

8.4 At the option of and in the sole discretion of UNDP:

8.4.1 the qualifications of personnel proposed by the Contractor (*e.g.*, a curriculum vitae) may be reviewed by UNDP prior to such personnel's performing any obligations under the Contract;

8.4.2 any personnel proposed by the Contractor to perform obligations under the Contract may be interviewed by qualified staff or officials of UNDP prior to such personnel's performing any obligations under the Contract; and,

8.4.3 in cases in which, pursuant to Article 8.4.1 or 8.4.2, above, UNDP has reviewed the qualifications of such Contractor's personnel, UNDP may reasonably refuse to accept any such personnel.

8.5 Requirements specified in the Contract regarding the number or qualifications of the Contractor's personnel may change during the course of performance of the Contract. Any such change shall be made only following written notice of such proposed change and upon written agreement between the Parties regarding such change, subject to the following:

8.5.1 UNDP may, at any time, request, in writing, the withdrawal or replacement of any of the Contractor's personnel, and such request shall not be unreasonably refused by the Contractor.

8.5.2 Any of the Contractor's personnel assigned to perform obligations under the Contract shall not be withdrawn or replaced without the prior written consent of UNDP, which shall not be unreasonably withheld.

8.5.3 The withdrawal or replacement of the Contractor's personnel shall be carried out as quickly as possible and in a manner that will not adversely affect the performance of obligations under the Contract.

8.5.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

8.5.5 Any request by UNDP for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and UNDP shall not bear any liability in respect of such withdrawn or replaced personnel.

8.5.6 If a request for the withdrawal or replacement of the Contractor's personnel is *not* based upon a default by or failure on the part of the Contractor to perform its obligations in accordance with the Contract, the misconduct of the personnel, or the inability of such personnel to reasonably work together with UNDP officials and staff, then the Contractor shall not be liable by reason of any such request for the withdrawal or replacement of the Contractor's personnel for any delay in the performance by the Contractor of its obligations under the Contract that is substantially the result of such personnel's being withdrawn or replaced.

8.6 Nothing in Articles 8.3, 8.4 and 8.5, above, shall be construed to create any obligations on the part of UNDP with respect to the Contractor's personnel assigned to perform work under the Contract, and such personnel shall remain the sole responsibility of the Contractor.

8.7 The Contractor shall be responsible for requiring that all personnel assigned by it to perform any obligations under the Contract and who may have access to any premises or other property of UNDP shall:

8.7.1 undergo or comply with security screening requirements made known to the Contractor by UNDP, including but not limited to, a review of any criminal history;

8.7.2 when within UNDP premises or on UNDP property, display such identification as may be approved and furnished by UNDP security officials, and that upon the withdrawal or replacement of any such personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to UNDP for cancellation.

8.8 Within one working day after learning that any of Contractor's personnel who have access to any UNDP premises have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform UNDP about the particulars of the charges then known and shall continue to inform UNDP concerning all substantial developments regarding the disposition of such charges.

8.9 All operations of the Contractor, including without limitation, storage of equipment, materials, supplies and parts, within UNDP premises or on UNDP property shall be confined to areas authorized or approved by UNDP. The Contractor's personnel shall not enter or pass through and shall not store or dispose of any of its equipment or materials in any areas within UNDP premises or on UNDP property without appropriate authorization from UNDP.

8.10 The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

8.11 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 8.10 above.

9. ASSIGNMENT:

9.1 Except as provided in Article 9.2, below, the Contractor may not assign, transfer, pledge or make any other disposition of the Contract, of any part of the Contract, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP. Any such unauthorized assignment, transfer, pledge or other disposition, or any attempt to do so, shall not be binding on UNDP. Except as permitted with respect to any approved subcontractors, the Contractor shall not delegate any of its obligations under this Contract, except with the prior written consent of UNDP. Any such unauthorized delegation, or attempt to do so, shall not be binding on UNDP.

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

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

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

9.2.3 the Contractor promptly notifies UNDP about such assignment or transfer at the earliest opportunity; *and,*

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

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

11. PURCHASE OF GOODS: To the extent that the Contract involves any purchase of the Goods, whether in whole or in part, and unless specifically stated otherwise in the Contract, the following conditions shall apply to such purchases under the Contract:

11.1 DELIVERY OF GOODS: The Contractor shall hand over or make available the Goods, and UNDP shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. The Contractor shall provide to UNDP such shipment documentation (including, without limitation, bills of lading, airway bills, and commercial invoices) as are specified in the Contract or, otherwise, as are customarily utilized in the trade. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language unless otherwise specified in the Contract. Unless otherwise stated in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the entire risk of loss,

damage to, or destruction of the Goods shall be borne exclusively by the Contractor until physical delivery of the Goods to UNDP in accordance with the terms of the Contract. Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by UNDP.

11.2 INSPECTION OF THE GOODS: If the Contract provides that the Goods may be inspected prior to delivery, the Contractor shall notify UNDP when the Goods are ready for pre-delivery inspection. Notwithstanding any pre-delivery inspection, UNDP or its designated inspection agents may also inspect the Goods upon delivery in order to confirm that the Goods conform to applicable specifications or other requirements of the Contract. All reasonable facilities and assistance, including, but not limited to, access to drawings and production data, shall be furnished to UNDP or its designated inspection agents at no charge therefor. Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Contractor of any of its warranties or the performance of any obligations under the Contract.

11.3 PACKAGING OF THE GOODS: The Contractor shall package the Goods for delivery in accordance with the highest standards of export packaging for the type and quantities and modes of transport of the Goods. The Goods shall be packed and marked in a proper manner in accordance with the instructions stipulated in the Contract or, otherwise, as customarily done in the trade, and in accordance with any requirements imposed by applicable law or by the transporters and manufacturers of the Goods. The packing, in particular, shall mark the Contract or Purchase Order number and any other identification information provided by UNDP as well as such other information as is necessary for the correct handling and safe delivery of the Goods. Unless otherwise specified in the Contract, the Contractor shall have no right to any return of the packing materials.

11.4 TRANSPORTATION & FREIGHT: Unless otherwise specified in the Contract (including, but not limited to, in any "INCOTERM" or similar trade term), the Contractor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Contractor shall ensure that UNDP receives all necessary transport documents in a timely manner so as to enable UNDP to take delivery of the Goods in accordance with the requirements of the Contract.

11.5 WARRANTIES: Unless otherwise specified in the Contract, in addition to and without limiting any other warranties, remedies or rights of UNDP stated in or arising under the Contract, the Contractor warrants and represents that:

11.5.1 The Goods, including all packaging and packing thereof, conform to the technical specifications, are fit for the purposes for which such Goods are ordinarily used and for any purposes expressly made known in writing in the Contract, and shall be of even quality, free from faults and defects in design, material, manufacturer and workmanship;

11.5.2 If the Contractor is not the original manufacturer of the Goods, the Contractor shall provide UNDP with the benefit of all manufacturers' warranties in addition to any other warranties required to be provided under the Contract;

11.5.3 The Goods are of the quality, quantity and description required by the Contract, including when subjected to conditions prevailing in the place of final destination;

11.5.4 The Goods are free from any right of claim by any third-party, including claims of infringement of any intellectual property rights, including, but not limited to, patents, copyright and trade secrets;

11.5.5 The Goods are new and unused;

11.5.6 All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year following acceptance of the Goods by UNDP in accordance with the Contract;

11.5.7 During any period in which the Contractor's warranties are effective, upon notice by UNDP that the Goods do not conform to the requirements of the Contract, the Contractor shall promptly and at its own expense correct such non-conformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or, at its own cost, remove the defective Goods and fully reimburse UNDP for the purchase price paid for the defective Goods; and,

11.5.8 The Contractor shall remain responsive to the needs of UNDP for any services that may be required in connection with any of the Contractor's warranties under the Contract.

11.6 ACCEPTANCE OF GOODS: Under no circumstances shall UNDP be required to accept any Goods that do not conform to the specifications or requirements of the Contract. UNDP may condition its acceptance of the Goods upon the successful completion of acceptance tests as may be specified in the Contract or otherwise agreed in writing by the Parties. In no case shall UNDP be obligated to accept any Goods unless and until UNDP has had a reasonable opportunity to inspect the Goods following delivery. If the Contract specifies that UNDP shall provide a written acceptance of the Goods, the Goods shall not be deemed accepted unless and until UNDP in fact provides such written acceptance. In no case shall payment by UNDP in and of itself constitute acceptance of the Goods.

11.7 REJECTION OF GOODS: Notwithstanding any other rights of, or remedies available to UNDP under the Contract, in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Contract, UNDP, at its sole option, may reject or refuse to accept the Goods, and within thirty (30) days following receipt of notice from UNDP of such rejection or refusal to accept the Goods, the Contractor shall, in sole option of UNDP:

11.7.1 provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by UNDP; *or*,

11.7.2 repair the Goods in a manner that would enable the Goods to conform to the specifications or other requirements of the Contract; *or*,

11.7.3 replace the Goods with Goods of equal or better quality; *and*,

11.7.4 pay all costs relating to the repair or return of the defective Goods as well as the costs relating to the storage of any such defective Goods and for the delivery of any replacement Goods to UNDP.

11.8 In the event that UNDP elects to return any of the Goods for the reasons specified in Article 11.7, above, UNDP may procure the Goods from another source. In addition to any other rights or remedies available to UNDP under the Contract, including, but not limited to, the right to terminate the Contract, the Contractor shall be liable for any additional cost beyond the balance of the Contract price resulting from any such procurement, including, *inter alia*, the costs of engaging in such procurement, and UNDP shall be entitled to compensation from the Contractor for any reasonable expenses incurred for preserving and storing the Goods for the Contractor's account.

11.9 TITLE: The Contractor warrants and represents that the Goods delivered under the Contract are unencumbered by any third party's title or other property rights, including, but not limited to, any liens or security interests. Unless otherwise expressly provided in the Contract, title in and to the Goods shall pass from the Contractor to UNDP upon delivery of the Goods and their acceptance by UNDP in accordance with the requirements of the Contract.

11.10 EXPORT LICENSING: The Contractor shall be responsible for obtaining any export license required with respect to the Goods, products, or technologies, including software, sold, delivered, licensed or otherwise provided to UNDP under the Contract. The Contractor shall procure any such export license in an expeditious manner. Subject to and without any waiver of the privileges and immunities of UNDP, UNDP shall lend the Contractor all reasonable assistance required for obtaining any such export license. Should any Governmental entity refuse, delay or hinder the Contractor's ability to obtain any such export license, the Contractor shall promptly consult with UNDP to enable UNDP to take appropriate measures to resolve the matter.

12. INDEMNIFICATION:

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

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

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

12.2 The indemnity set forth in Article 12.1.1, above, shall not apply to:

12.2.1 A claim of infringement resulting from the Contractor's compliance with specific written instructions by UNDP directing a change in the specifications for the goods, property, materials, equipment or supplies to be or used, or directing a manner of performance of the Contract or requiring the use of specifications not normally used by the Contractor; *or*

12.2.2 A claim of infringement resulting from additions to or changes in any goods, property, materials equipment, supplies or any components thereof furnished under the Contract if UNDP or another party acting under the direction of UNDP made such changes.

12.3 In addition to the indemnity obligations set forth in this Article 12, the Contractor shall be obligated, at its sole expense, to defend UNDP and its officials, agents and employees, pursuant to this Article 12, regardless of whether the suits, proceedings, claims and demands in question actually give rise to or otherwise result in any loss or liability.

12.4 UNDP shall advise the Contractor about any such suits, proceedings, claims, demands, losses or liability within a reasonable period of time after having received actual notice thereof. The Contractor shall have sole control of the defense of any such suit, proceeding, claim or demand and of all negotiations in connection with the settlement or compromise thereof, except with respect to the assertion or defense of the privileges and immunities of UNDP or any matter relating thereto, for which only UNDP itself is authorized to assert and maintain. UNDP shall have the right, at its own expense, to be represented in any such suit, proceeding, claim or demand by independent counsel of its own choosing.

12.5 In the event the use by UNDP of any Goods, property or Services provided or licensed to UNDP by the Contractor, in whole or in part, in any suit or proceeding, is for any reason enjoined, temporarily or permanently, or is found to infringe any patent, copyright, trademark or other intellectual property right, or in the event of a settlement, is enjoined, limited or otherwise interfered with, then the Contractor, at its sole cost and expense, shall, promptly, either:

12.5.1 procure for UNDP the unrestricted right to continue using such Goods or Services provided to UNDP;

12.5.2 replace or modify the Goods and/or or Services provided to UNDP, or part thereof, with the equivalent or better Goods and/or Services, or part thereof, that is non-infringing; *or*,

12.5.3 refund to UNDP the full price paid by UNDP for the right to have or use such Goods, property or Services, or part thereof.

13. INSURANCE AND LIABILITY:

13.1 The Contractor shall pay UNDP promptly for all loss, destruction, or damage to the property of UNDP caused by the Contractor's personnel or by any of its subcontractors or anyone else directly or indirectly employed by the Contractor or any of its subcontractors in the performance of the Contract.

13.2 Unless otherwise provided in the Contract, prior to commencement of performance of any other obligations under the Contract, and subject to any limits set forth in the Contract, the Contractor shall take out and shall maintain for the entire term of the Contract, for any extension thereof, and for a period following any termination of the Contract reasonably adequate to deal with losses:

13.2.1 insurance against all risks in respect of its property and any equipment used for the performance of the Contract;

13.2.2 workers' compensation insurance, or its equivalent, or employer's liability insurance, or its equivalent, with respect to the Contractor's personnel sufficient to cover all claims for injury, death and disability, or any other benefits required to be paid by law, in connection with the performance of the Contract;

13.2.3 liability insurance in an adequate amount to cover all claims, including, but not limited to, claims for death and bodily injury, products and completed operations liability, loss of or damage to property, and personal and advertising injury, arising from or in connection with the Contractor's performance under the Contract, including, but not limited to, liability arising out of or in connection with the acts or omissions of the Contractor, its personnel, agents, or invitees, or the use, during the performance of the Contract, of any vehicles, boats, airplanes or other transportation vehicles and equipment, whether or not owned by the Contractor; *and*,

13.2.4 such other insurance as may be agreed upon in writing between UNDP and the Contractor.

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

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

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

13.5.1 name UNDP as an additional insured under the liability policies, including, if required, as a separate endorsement under the policy;

13.5.2 include a waiver of subrogation of the Contractor's insurance carrier's rights against UNDP;

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

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

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

13.7 Except for any self-insurance program maintained by the Contractor and approved by UNDP for purposes of fulfilling the Contractor's requirements for maintaining insurance under the Contract, the Contractor shall maintain the insurance taken out under the Contract with reputable insurers that are in good financial standing and that are acceptable to UNDP. Prior to the commencement of any obligations under the Contract, the Contractor shall provide UNDP with evidence, in the form of certificate of insurance or such other form as UNDP may reasonably require, that demonstrates that the Contractor has taken out insurance in accordance with the requirements of the Contract. UNDP reserves the right, upon written notice to the Contractor, to obtain copies of any insurance policies or insurance program descriptions required to be maintained by the Contractor under the Contract. Notwithstanding the provisions of Article 13.5.3, above, the Contractor shall promptly notify UNDP concerning any cancellation or material change of insurance coverage required under the Contract.

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

14. 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 UNDP 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 UNDP.

15. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, 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 UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

16. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

16.1 Except as is otherwise expressly provided in writing in the Contract, UNDP 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 UNDP 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 UNDP.

16.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to UNDP 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.

16.3 At the request of UNDP, 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

16.4 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 UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

18. 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:

18.1 The Recipient shall:

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

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

18.2 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 18, the Recipient may disclose Information to:

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

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

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

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

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

18.3 The Contractor may disclose Informat*ion to the ext*ent required by law, *provided that*, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give UNDP sufficient prior notice of *a* request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

18.4 UNDP 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.

18.5 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.

18.6 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.

19. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

19.1 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.

19.2 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, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 20, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP 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.

19.3 *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 UNDP 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.

20. TERMINATION:

20.1 Either Party may terminate the Contract for cause, in whole or in part, upon thirty (30) day's notice, in writing, to the other Party. The initiation of conciliation or arbitral proceedings in accordance with Article 23 "Settlement of Disputes," below, shall not be deemed to be a "cause" for or otherwise to be in itself a termination of the Contract.

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

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

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

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

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

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

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

20.3.6 deliver all completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder;

20.3.7 complete performance of the work not terminated; *and*,

20.3.8 take any other action that may be necessary, or that UNDP may direct in writing, for the minimization of losses and for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Contractor and in which UNDP has or may be reasonably expected to acquire an interest.

20.4 In the event of any termination of the Contract, UNDP shall be entitled to obtain reasonable written accountings from the Contractor concerning all obligations performed or pending in accordance with the Contract. In addition, UNDP shall not be liable to pay the Contractor except for those Goods satisfactorily delivered and/or Services satisfactorily provided to UNDP in accordance with the requirements of the Contract, but only if such Goods or Services were ordered, requested or otherwise provided prior to the Contractor's receipt of notice of termination from UNDP or prior to the Contractor's tendering of notice of termination to UNDP.

20.5 UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that:

20.5.1 the Contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, or applies for a moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

20.5.2 the Contractor is granted a moratorium or a stay, or is declared insolvent;

20.5.3 the Contractor makes an assignment for the benefit of one or more of its creditors;

20.5.4 a Receiver is appointed on account of the insolvency of the Contractor;

20.5.5 the Contractor offers a settlement in lieu of bankruptcy or receivership; *or*,

20.5.6 UNDP reasonably determines that the Contractor has become subject to a materially adverse change in its financial condition that threatens to substantially affect the ability of the Contractor to perform any of its obligations under the Contract.

20.6 Except as prohibited by law, the Contractor shall be bound to compensate UNDP for all damages and costs, including, but not limited to, all costs incurred by UNDP in any legal or non-legal proceedings, as a result of any of the events specified in Article 20.5, above, and resulting from or relating to a termination of the Contract, even if the Contractor is adjudged bankrupt, or is granted a moratorium or stay or is declared insolvent. The Contractor shall immediately inform UNDP of the occurrence of any of the events specified in Article 20.5, above, and shall provide UNDP with any information pertinent thereto.

20.7 The provisions of this Article 20 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

21. 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.

22. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP 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.

23. SETTLEMENT OF DISPUTES:

23.1 **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.

23.2 **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 23.1, 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.

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

25. TAX EXEMPTION:

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

25.2 The Contractor authorizes UNDP to deduct from the Contractor's invoices any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNDP before the payment thereof and UNDP 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 UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized, and UNDP shall reimburse the Contractor for any such taxes, duties, or charges so authorized by UNDP and paid by the Contractor under written protest.

26. MODIFICATIONS:

26.1 No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26.2 If the Contract shall be extended for additional periods in accordance with the terms and conditions of the Contract, the terms and conditions applicable to any such extended term of the Contract shall be the same terms and conditions as set forth in the Contract, unless the Parties shall have agreed otherwise pursuant to a valid amendment concluded in accordance with Article 26.1, above.

26.3 The terms or conditions of any supplemental undertakings, licenses, or other forms of agreement concerning any Goods or Services provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute an agreement by UNDP thereto unless any such undertakings, licenses or other forms are the subject of a valid amendment concluded in accordance with Article 26.1, above.

27. AUDITS AND INVESTIGATIONS:

27.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP 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.

27.2 UNDP 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.

27.3 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 UNDP 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 UNDP hereunder.

27.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

28. LIMITATION ON ACTIONS:

28.1 Except with respect to any indemnification obligations in Article 12, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 23.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

28.2 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.

29. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 30 to 36 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

30. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. 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 UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

31. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following documents then in force at the time of signature of the Contract:

31.1 The UN Supplier Code of Conduct;

31.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

31.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

31.4 UNDP Social and Environmental Standards (SES), including the related Accountability Mechanism;

31.5 UNDP Vendor Sanctions Policy; and

31.6 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at http://www.undp.org/content/undp/en/home/operations/procurement/business/. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

32. 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 UNDP, as such obligations are set forth in UNDP vendor registration procedures.

33. 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.

34. 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.

35. SEXUAL EXPLOITATION:

35.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

35.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled by the Contractor to perform

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

35.3 UNDP 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.

36. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to Resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

Annex-E

TERMS OF REFERENCE

Professional Service

1. ***Assignment Information***

Assignment Title:	Feminist Participatory Action Research with Disadvantaged Groups of Women for the Cambodia Gender Assessment 2018
UNDP Practice Area:	Gender Equality
Cluster/Project:	Project to Support the Leading the Way for Gender Equality Program
Assignment Location:	Phnom Penh and field missions to a maximum of 8 Cambodian provinces
Assignment Duration:	From 17th September 2018 to 30th January 2019

2. ***Background and Project Description***

The Cambodia Gender Assessment (CGA) is a key report undertaken periodically by the Ministry of Women's Affairs (in 2004, 2008 and 2014) to inform on the status of women in Cambodia and provide a comprehensive overview of gender in all sectors. Next CGA is being developed in 2018 under the framework of the 'Leading the Way for Gender Equality' program (2017-2020), coordinated by the Ministry of Women's Affairs (MoWA) and supported by the Swedish Government, the United Nations Development Programme (UNDP) and Oxfam.

CGA is a critical knowledge product used by the Royal Government of Cambodia, academic institutions, CSOs and international organizations to understand the situation of Cambodian women and identify priorities of policy and programmatic interventions to promote gender equality and the empowerment of women in Cambodia. The CGAs have served as evidence to inform the formulation of the five-year National Strategic Plans for Gender Equality and Women's Empowerment -known as *Neary Rattanak*- and of the line ministries' Gender Mainstreaming Action Plans.

The CGA 2018 is expected to be used as the evidence-based policy tool to integrate gender concerns and priorities across the Royal Government's relevant policies that will be developed from now onwards: Rectangular Strategy Growth, Employment, Equity and Efficiency -Phase IV; National Strategic Development Plan; First National Gender Policy; Neary Rattanak V and line ministries' sectoral strategies and Gender Mainstreaming Action Plans.

For the first time ever, MoWA aims to incorporate the views and perspectives of disadvantaged groups of Cambodian female citizens as central part of the CGA 2018 in order to address the needs, concerns and interests of those women citizens and facilitate a stronger women-citizen-centered focus of CGA and Neary Rattanak V and Gender Equality Policy. The perspectives of Cambodian female citizens from 5 selected disadvantaged populations of women will be captured by a qualitative ethnographic research undertaken by a service provider: women with disabilities, elderly women, indigenous women, Muslim Cham women and lesbian women. In addition, the service provider will undertake a literature review covering a broader selection of disadvantaged groups of women and girls (similar to previous CGA chapter on 'Vulnerable Groups of Women and Girls'. These two pieces of work undertaken by service provider will complement the broader analysis and literature review undertaken by MoWA across 6 CGA thematic areas: 1) Women in public service and leadership; 2) Gender in education and public behavioral change; 3) Gender and economy; 4) Gender

and health; 5) Legal protection and violence against women and girls; and 6) Gender and environment.

3. Objective of the Assignment

- Provide a literature review and analysis about the status of f disadvantaged groups of women and girls in Cambodia -guided by previous 2014 CGA chapter on 'Vulnerable Groups of Women and Girls'- that will constitute the chapter on vulnerable groups of new CGA (2018).
- Conduct a qualitative ethnographic research to document the views, needs and interests of Cambodian female citizens from 5 identified disadvantaged populations across the thematic areas of CGA. These 5 groups comprise women and girls with disabilities, elderly women, indigenous women, Muslim Cham women and lesbian women. This will incorporate women's inputs in the CGA and inform next national gender policies (i.e. First National Gender Equality Policy and Neary Rattanak V).
- Identify and analyze the day-to-day barriers to gender equality experienced by Cambodian female citizens in the private (intra-household) and public spheres, including gender power imbalances and women's access to decision making, public services and productive resources.
- Capture women's perception on the extent to which public institutions, laws, policies and public services incorporate women's demands and fulfill women's needs.
- Explore understanding and responsiveness of public duty bearers and service providers on the ground towards the 5 selected populations of women.
- Identify and investigate the enablers of women's empowerment and agency, as well as the strategies used by women to cope with resistance, inequality and discrimination.
- Incorporate the literature review, findings, analysis and recommendations in a final report of publishable quality.

4. Scope of Work

The assignment of the service provider is to undertake a literature review about the disadvantaged groups of women and girls in Cambodia as well as a thorough qualitative ethnographic research using a Feminist Participatory Action Research methodology with selected research women participants from 5 specific disadvantaged populations: women with disabilities, elderly women, indigenous women, Muslim Cham women, and lesbian women. Research will also target some local authorities and service providers on the ground (duty bearers and supply side) to understand their responsiveness towards the 5 populations of women and triangulate information.

The 5 populations of females were identified as 'disadvantaged groups of women and girls' in previous CGA (2014) as well as by the 'Leading the Way for Gender Equality' (LWGE) program. It is important to note that there is very limited information about these 5 populations of women in Cambodia, so this research aims to contribute to address such information gaps and deficit.

Due to the scope and limitations of qualitative research and nature of research sample, the qualitative research accomplished with selected research participants cannot be considered as representative of the whole Cambodian society either the entire selected 5 populations of women. However, research is to serve as a significant source of qualitative information about the 5 populations of women to complement the broader analysis provided by the literature review undertaken by the service provider as well as by the broader CGA. Further information about the rationale behind selection of the 5 groups of 'unheard' women to be targeted by the research as follows:

1) *Women with disabilities* -while there is a vibrant community in Cambodia for the promotion the rights of people with disabilities, there is need of an increased understanding about the status and specific needs of females with disabilities, as they tend to be more invisible and discriminated, suffering from additional discrimination than males with disabilities such as gender-based violence and higher economic disempowerment. In addition, the situation of unpaid domestic workers/caregivers of dependent persons with disabilities requires further assessment in order to understand better how to improve their situation through more effective public service delivery.

2) *Elderly women* (women older than 60 years old) -as Cambodia has an ageing population and elderly people have received greater attention by social protection initiatives, it is important to investigate further about the particular situation and needs of elderly women, compared to elderly men.

3) *Muslim Cham women* -no information is available in Cambodia about the specific issues faced by females within the Muslim Cham community and their specific needs; the research will explore the particular situation and multiple forms of discrimination that these women might face, using a sensitive approach that avoids blaming religion and prevents further stigmatization against Muslim community.

4) *Indigenous women* -there is no information available and a general lack of understanding about the particular needs and interests of women within the indigenous groups in Cambodia; an ethnographic culturally-sensitive approach used by researchers with this population will help to disclose key information that can help to understand better the situation of indigenous women and girls, and whether and how external interventions can support these women.

5) *Lesbian women* -females from LGBTI community, and especially lesbians, tend to be more invisible and more discriminated than males from this group, as they face multiple barriers for being both women and lesbian (among other possible intersecting forms of discrimination that lesbian women have); at the same time, lesbian women are often excluded from support provided through HIV and other programs targeting LGBTI, which are mainly targeting men who have sex with men and transgender women. Additionally, focus will be given to parents of lesbian daughters who display positive behaviors and are supportive with their daughters, with the goal of catalyzing in public some positive parenting with lesbian daughters and LGBT children.

The two broad questions of the qualitative research are:

1) What are the issues and inequalities experienced by women from the 5 populations in private and public domains and what are the women's individual and collective strategies as well as external factors to counteract them?

2) What are the needs of women from the 5 populations and how can these needs be more effectively met by public/external interventions?

These two broad research questions can be broken down into more detailed questions divided in two parts. First part will focus on questions to understand and get in-depth qualitative data about women's situation, gender inequalities experienced by women in private and public spheres and women's strategies used to address these inequalities. Additionally, emphasis will be made to explore strategies of resilience used by women to overcome gender discrimination and cope with resistance that can be used as best practices by other Cambodian women and be accounted by external interventions to promote women's agency further.

Second set of questions will explore and identify the specific needs of women from the 5 populations across the CGA thematic sectors (education, health, legal protection, economy and environment/natural resources). Especial importance is on disclosure of women's perception about the quality and responsiveness of public services, institutions, policies and legislation (supply side) to meet women's specific needs. These questions will also be used as guidance for interviews with local authorities and service providers on the ground.

The detailed proposed research questions under both parts -which can be adjusted and broken-down into more questions- are presented as follows:

First Part - Questions on women's status, empowerment and gender equality:

1. What are the major factors that contribute to happiness and wellbeing of women from the target population?
2. What major challenges do women from target population experience in their daily lives? How have women dealt with these challenges?
3. What do women from target population want to pursue in life? Where do they see themselves in 10 years?
4. What are the barriers to achieve these goals? And the enablers or opportunities?
5. How much of women's daily time is allocated to productive tasks, reproductive tasks, community tasks, and women's own time/entertainment?
6. Do women from target population perceive that women have same rights and opportunities than men in real life?
7. What gender inequalities in Cambodian society, women's own community and women's family can be identified by women from the target population?
8. Of those gender inequalities observed, which ones are experienced by research participants?
9. Do women from target population feel motivated or empowered to exercise their rights and enjoy more equality with men? If so, by whom and/or what factors?
10. Do women from target population feel discouraged or disempowered to exercise their rights and enjoy more equality with men? If so, by whom and/or what factors?
11. What strategies are used (and actions taken) by women from target population to face/resist/survive to gender inequalities both individually and collectively?
12. What strategies and actions are taken to support other women (i.e. relatives, friends, etc.) to overcome these gender inequalities?

Second Part - Questions on women's needs and satisfaction with supply side:

1. What are the specific needs of women from target population in…?
    a. Education: this includes primary, secondary and tertiary education, vocational training, informal education, access to specific knowledge, etc.
    b. Health: this includes women's needs in physical health, mental health, sexual and reproductive health (i.e. family planning, contraception, HIV prevention), etc.
    c. Legal protection: this includes protection from gender-based violence and from abuse and discrimination, exercise of legal rights, public administrative issues, etc.
    d. Economy: this includes access to economic opportunities, professional promotion, income, etc.
    e. Environment: this includes access to natural resources, climate change adaptation, impact of environmental degradation and pollution, etc.
2. What kind of public and NGOs services are used by target population of women?
3. Are the needs of women being met by services from the state? And from NGOs?
4. What is women's level of satisfaction with public services provided by the State? And by NGOs?
5. In what ways public services, laws and policies (Government's role) could be more effective?

And more responsive to the needs of women? (These questions to be disaggregated by thematic sector: health, education, justice, public administration issues, etc.)

Research report will be of publishable quality and will include a thorough analysis of findings and interpretation of information, with reference to specific information expressed by research participants and quotes from them which are highlighted across report. The analysis and recommendations will be presented in clusters following the thematic areas of CGA in order to ease reference and usability for the broader CGA report. This qualitative study and its findings and analysis will complement the literature review about the disadvantaged groups of women and girls of women in Cambodia undertaken by the service provider.

5. Methodology

Researchers will use a Feminist Participatory Action Research (FPAR) methodology with research participants from the 5 selected populations of women. FPAR refers to a "conceptual and methodological framework that enables a critical understanding of women's multiple perspectives and works towards inclusion, participation, and action" (Reid et al., 2006, p. 316). Feminist participatory action researchers seek to facilitate building knowledge to change the conditions of women's lives, both individually and collectively, while reconstructing conceptions of power so that power can be used in a responsible manner (Reid et al., 2006, p. 317). Researchers will interact closely with female research participants from the 5 populations to give them a voice and make them be the protagonists and driving force of the research. Research should also serve as an empowerment process for research participants through which women increase self and collective consciousness about sexist oppressions and inequalities they face and are able to identify some resilient strategies to address them.

In addition, researchers will apply an intersectional approach to adapt methods and questions to the specific backgrounds of research participants: age, ethnicity, religion, sexual orientation, etc. This will not only allow the researchers to be more sensitive with participants and facilitate their disclosure, but to reflect on the various multiple and intersecting forms of discrimination against women from different populations and to identify and understand better their specific needs and interests.

Field research work will use semi-structured interviews and open-ended questions with research participants that will be guided by the two broad research questions and the detailed questions presented above under the two blocks. Data collection methods will include focus group discussions (FGDs) and/or group interviews, in-depth individual interviews with selected research participants, and other methods as appropriate (i.e. questionnaires, participant observation, etc.). Each FGD and/or group interview will ideally include 6-8 research participants (with no more than 10 research participants per FGD). More detailed info about data collection methods for each research population as follows:

1) Women with disabilities: research is to target women with disabilities living in both urban (Phnom Penh) and rural locales (in 1 or 2 provinces). At least 4 FGDs/group interviews will be conducted with them: at least 1 FGD/group interview with blind women, 1 with deaf and deaf-mute women, and 2 with women who have other moderate-severe physical impairments (i.e. women using wheelchairs, etc.). In addition, 2 FGDs/group interviews will be undertaken with unpaid domestic workers/caregivers who are taking care of highly dependent persons with disabilities.
2) Elderly women: data collection for this population will include 6 FDGs/group interviews: 2 of them with elderly women (women older than 60 years old) living in urban location (Phnom Penh) and 4 with elderly women living in rural areas (in 1 or 2 provinces). Both married and widowed/single elderly women as well as elderly women whose descendants are non-

migrant and migrant workers from rural to urban areas or to abroad, are to be targeted.

3) Muslim Cham women: research will focus on Muslim Cham young women (from 18 to 25 years old) and Muslim Cham 'older' women (from 25 years to above) living in rural locations from 2 Cambodian provinces and in 1 urban location/Phnom Penh. At least 8 FGDs/group interviews will be conducted: 4 FGDs/group interviews will be conducted with younger research participants (3 in rural locations, and 1 in urban location/Phnom Penh) and other 4 FGDs/group interviews with 'older' women (3 in rural locations, and 1 in urban location/Phnom Penh).

4) Indigenous women: research will focus on younger women (18-25 years old) and 'older' women (25 years old to above) from two indigenous groups in two Cambodian provinces: Ratanakiri and Mondulkiri. At least 8 FGDs/group interviews will be conducted in total (4 FGDs/group interviews with younger women and other 4 with the 'older' women): 4 FGDs/group interviews will be undertaken in two different locales in Mondulkiri targeting young and 'older' women from the *Phnong* indigenous group, which is the largest indigenous group from Cambodian highlands; and 4 FGDs will be done in two different locales in Ratanakiri targeting young and 'older' women from either the *Kreung* or the *Tampuan* indigenous group.

5) Lesbian women: research will target both urban and rural lesbian women. At least 6 FGDs/group interviews in total will be conducted: 2 in Phnom Penh and 4 in at least two Cambodian provinces. Both partnered and single lesbian women, and younger and older lesbians are to be targeted. In addition, 1 or 2 of the FGDs will target parents of lesbian women who have positive behaviors and are supportive with their daughters; the research goal with this group will be to promote lesbian and LGBT-friendly parenting in society.

In sum, it is expected that the researchers team conduct at least 34 FGDs/group with females from the 5 research populations, involving 204-272 research participants in total. In addition, at least 6 in-depth individual interviews will be conducted with women from each of the 5 populations (which means a minimum of 30 in-depth interviews), which will help to find out missing information and/or collect/discuss evidence that requires further elaboration. Questionnaires with research participants as well as participant observations with them and other individuals from the 5 target populations are also encouraged.

Additionally, between 20 and 30 local authorities and local service providers (duty bearers and supply side) will be interviewed in order to capture their views, evaluate their understanding and responsiveness with the 5 populations of women, and triangulate information. These interviews are also meant to help to raise awareness and understanding of the 'gatekeepers' towards the 5 populations of women (demand side). The questions and topics to be covered with local authorities and service providers relate to set of questions from above 'Second Part'.

The service provider will be requested to provide a summary with basic information about research sample and participants which -at least- includes age, place of birth, province of residence, religion, ethnicity, disability status, educational background, job or economic activity, individual's income, household's income, marital (or relationship) status, household composition and number of children. Selection of research participants will be done by service provider with support and collaboration from key partners of the LWGE program -when needed-, and particularly women's organizations and CSOs.

Furthermore, the service provider will interview key informants -mostly in Phnom Penh, but not only- for both the development of the literature review and the field research with 5 populations of women. These key informants consist of experts from UN agencies (i.e. UNDP, OHCHR, UN Women, UNICEF,

WHO, UNFPA and ILO), development partners (i.e. DFAT, Oxfam, CARE, Plan International, HelpAge, etc.) and Cambodian CSOs working with women with disabilities (i.e. CDPO, NCDP, Light of the World, etc.), with elderly women (i.e. OPAF), with indigenous women (i.e. Highlanders Association, CIPO and CIYA), with Muslim Cham women (i.e. CMWAA and Muslim Aid) and with lesbian women (i.e. CCHR, RoCK, CamASEAN). LWGE program will facilitate connections with these key informants from UN agencies, development partners and CSOs. The list of key informants interviewed by service provider will also be included in report.

The research will be conducted following strict ethical standards such as no-harm approach, protection of anonymity and confidentiality of research participants, and ensuring informed consent. Graphic material (pictures) will only be taken if appropriate and after written consent of persons photographed. In regard to ethical standards for research with potential women victims/survivors of gender-based violence, the *Ethical and safety recommendations for intervention research on violence against women* (WHO 2016) will be applied (this doc can be downloaded here: http://cort.as/-775n). For further overall reference, the Fourth National Strategic Plan for Gender Equality and Women's Empowerment (2014-2018) -known as *Neary Rattanak IV*- and the chapters of the Cambodia Gender Assessment 2014 -and its chapter on 'Vulnerable Groups of Women and Girls'- can be found here: http://cort.as/-771c

6. Expected Outputs and Deliverables

No	Deliverables/Outputs	Estimated Duration of Works	Target Due Dates	Review & Approve
1	**Output 1**: Inception report which includes a detailed work plan of literature review and qualitative field research, research methodology (including list of key informants), research questions, research limitations, and proposed detailed structure of final research report (including a short summary of what each chapter is about).	7 days	25th Sept 2018	LWGE program's coordinator (MoWA) UNDP Cambodia's Head of Programs
2	**Output 2**: Draft literature review and analysis about disadvantaged groups of women and girls in Cambodia.	15 days	7th Nov 2018	LWGE program's coordinator (MoWA) UNDP Cambodia's Head of Programs
3	**Output 3:** -Draft research report with publishable quality (which includes both the literature review and the qualitative field research) in Khmer and English -Deliver presentation of draft report including key findings	2-3 months	17th Dec 2018	LWGE program's coordinator (MoWA) UNDP Cambodia's Head of Programs

	and recommendations to MoWA/UNDP teams for onsite comments/clarification and follow by written comments.			
4	**Output 4:** Final report with publishable quality and submission of raw data collected (transcriptions of FGDs and interviews, datasets, etc.) in Khmer and English	10 days	30th January 2019	LWGE program's coordinator (MoWA) UNDP Cambodia's Head of Programs

7. Institutional Arrangement

The Service Provider will be directly supervised by the The deliverables will be reviewed by MoWA and UNDP and feedback will be reverted within three weeks (the latest) after submission. The LWGE program coordinator (MoWA) , Head of Programme Unit of UNDP will then approve on each deliverable (to release the payment) based on confirmation of satisfactory outputs.

Transport arrangements for field research (data collection in both urban and rural locales) and meetings will be covered and organized by service provider. All other related costs of field work -such as interpretation with indigenous populations and sign language interpretation with females with disabilities- are to be covered by service provider as well.

The service provider's team will be comprised by 7 team members:

- One national/international senior gender researcher (team leader) who will lead the research and provide overall oversight and guidance to the research team, undertake literature review, ensure quality control along research process, produce substantive analysis and detailed recommendations, and lead the writing and edition of inception, first draft and final reports;
- Two national gender researchers who will lead the field work (focus group discussions and interviews with research participants), supervise and guide the research assistants for the proper selection and transcription of information, and support the team leader in research design, analysis and interpretation of information, and identification of key recommendations;
- Four research assistants who will provide assistance and support in terms of arrangements and logistical preparation of field research, conduction of field research and transcription of information from research participants.

The research team will be divided into two smaller teams that will target different research populations. Each sub-team will be comprised by one national gender researcher and two research assistants. Team leader might provide guidance and accompaniment support to the 2 teams during first days of field data collection with research participants.

8. Duration of the Work

The timeframe is from 17th September 2018 to 30th January 2019 (the latest). However, team members of research team have a different duration of work, which needs to be accounted accordingly in the financial proposal submitted by service provider. Further details about estimated number of working days for team members as follow:

Tasks	Number of Working Days per team member		
	National/ International Senior Gender Researcher (Team Leader)	National Gender Researcher	National Research Assistant
Development of inception report which includes a work plan for undertaking literature review and qualitative research, research methodology, research questions, research limitations, and proposed detailed structure of final research report (including a short summary of what each report's chapter is about).	7	2	2
Literature review and analysis about disadvantaged groups of women and girls in Cambodia (including meetings with key informants in Phnom Penh)	15	-	-
Identification of research participants and preparation of field research	2	6	6
Field data collection (includes FGDs/group interviews, in-depth individual interviews, questionnaires and participant observation)	6	19	19
Transcripts	-	7	18
Development of draft report with analysis and recommendations	20	4	-
Editions and finalization of report after inputs	10	2	-
Total No days per team member	60 days	40 days (each)	45 days (each)

A more detailed work plan of the assignment will be further elaborated in collaboration with LWGE program's coordinator and team and incorporated into the inception report once the Service Provider is selected. In addition, the proposed scope of data collection methods might be adjusted a bit based on the inputs and discussions with service provider. However, these adjustments should not be major.

9. Duty Station

The duty station of the work is Phnom Penh, Cambodia, with field data collection in urban (Phnom Penh) and rural locales in a maximum of 8 Cambodian provinces.

10. Minimum Qualifications of the Successful Contractor at Various Levels

Qualified contractors are expected to meet the following requirements:

Be a local-based institution/organization (university, research institute, firm, or NGO) with a minimum of five years of experiences in research, knowledge production and/or academic teaching in the field of social anthropology, sociology, political sciences and/or human rights, with a distinct focus on gender equality being considered a strong advantage. Applicant institutions/organizations are required to submit relevant published research reports as part of the application package. A coalition of institutions/organizations is also eligible to apply, although contractual arrangements will be done between UNDP and one single entity only; therefore, in this case, application must indicate who will be the lead party for the contract while relevant publications from all members of consortium will have to be included in application package.

- The proposed research team should be comprised by seven members: one national/international team leader, two national researchers and four national research assistants.
- The researcher team shall be headed by a National/International Senior Gender Researcher who will act as Team leader. She/he shall meet the following requirements:
    - Advanced University Degree (PhD level) in gender studies, social anthropology, political sciences, sociology or another relevant field.
    - Minimum ten years of relevant research experience in the field of gender equality and women's rights.
    - Strong record of researches undertaken and published in the field of gender equality and women's rights. Publications in international journals are considered a strong asset (publications to be included in the application package).
    - Demonstrated managerial competence and experience in organizing, leading and coordinating multi-cultural research teams.
    - Research experience with disadvantaged groups of women and girls.
    - Practical experience undertaking Feminist Participatory Action Research and ethnographic research.
    - Demonstrated understanding and practice of ethical research standards which are gender and culturally sensitive.
    - Relevant research experiences on gender issues in Cambodia and/or other South-East Asian countries.
    - Fluency in English, excellent oral, written, communication and reporting skills.

- The research team shall include two National Gender Researchers. Requirements for these two positions as follows:
    - Advanced University Degree (Master's degree or above) in gender studies, social anthropology, political sciences, sociology or another relevant field.
    - Minimum five years of relevant research experience in the field of gender equality and women's rights in Cambodia.
    - Good record of researches undertaken and published in the field of gender equality and women's rights is a strong advantage. Publications in international journals are considered a very good asset (publications to be included in the application package).
    - Demonstrated experience in participating in multi-cultural research teams.
    - Research experience with disadvantaged groups of women and girls is an added value.
    - Demonstrated understanding and practice of ethical research standards which are gender and culturally sensitive.
    - Practical experience undertaking Feminist Participatory Action Research is a distinct advantage.

- Fluency in English and Khmer.

- The research team will include four National Research Assistants with the following background:
  - Advanced University Degree (Bachelor's degree or above) in gender studies, social anthropology, political sciences, sociology or another relevant field.
  - Minimum two years of experiences in assisting relevant research and/or working experience in the field of gender equality and women's rights.
  - Demonstrated understanding and practice of ethical research standards which are gender and culturally sensitive.
  - Solid knowledge about gender issues in Cambodian society and sensitivity towards disadvantaged groups of women and girls.
  - Fluency in English and Khmer.
  - Experience in translation and interpretation.

[NOTE: Qualified female candidates are strongly encouraged to apply in order to maximize results of Feminist Participatory Action Research as well as openness and disclosure of information by female research participants].

11. Work Process:

While a detailed methodology will be proposed in the Inception Report, the work is likely to be performed in four phases:

(i) Literature review, meetings with key informants, collation of data, identification of research participants and preparation of field research.
(ii) Undertake field research with research participants (data collection through focus groups discussions/group interviews, individual in-depth interviews with research participants, questionnaires, participant observation…).
(iii) Transcription and synthesis of information gathered. Analysis of information.
(iv) Final report ready for publication with comprehensive analysis of findings, selected quotes from research participants and policy recommendations which are clustered in the thematic areas of CGA. Approval of publication of research will have to be agreed by MoWA.

12. Scope of Bid Price and Schedule of Payments

The Service Provider shall be paid the consultancy fee upon completion of the following milestones:

- 20% after adoption of the inception report
- 20% completion of literature review
- 40% after presentation/submission of the draft report
- 20% after the approval of the final report and submission of raw data collected in field research

The service provider fee will be paid as a lump sum amount (all inclusive of expenses related to the consultancy including travels inside and outside the duty station and any tax obligations). The contract price will be fixed regardless of changes in the cost components.

13. Recommended Presentation of Proposal

The bidder shall structure the technical part of its Proposal according to the format proposed in this ToR, as follows.

a) **Expertise of organization submitting proposal:** This section should describe the organizational unit that will be responsible for the contract, and the general management approach towards this project. This should fully explain the Bidder's resources in terms of personnel and other resources necessary for achieving project results. This section should also provide orientation to the organization/firm including the year and state/country of incorporation and a brief description of the Bidder's present activities (focusing on services related to the Proposal). The Bidder should describe its experience in similar projects.

b) **Proposed methodology:** This section should demonstrate the Bidder's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the specifications.

c) **Personnel:** CVs of seven team members should be attached.

d) **Publications:** submission must include relevant researches written and published by the service provider, Team Leader and -if applicable- by other members of research team as well.