

Request for Proposal (RFP)

Date: 15 April 2014

Dear Sir/Madam,

Subject: RFP for the provision of Services to Conduct a Joint Systemic Review of Gender Equality in Development

1. You are requested to submit a proposal for services for the design and conduct of a Joint Systemic Review of Gender Equality in Development, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract.....(Annex II)
 - iii. Terms of Reference (TOR).....(Annex III)
 - iv. Proposal Submission Form(Annex IV)
 - v. Price Schedule(Annex V)
 - vi. Joint Venture Form(Annex VI)
 - vii. Proposed Copy of Contract.....(Annex VII)
3. Your offer comprising of technical proposal and financial proposal, in **separate sealed envelopes** should reach the following address no later than **6 May 2014 at 6:00pm New York, USA time**:

**220 East 42nd Street
New York, NY 10017
To the attention of: Bid Opening Committee
UN Women Procurement Section**

or e-mail option:

In order to facilitate the submission of both Technical and Financial proposals, the submission duly stamped and signed can be done electronically in PDF format. Technical Proposals should be sent to [**technical.bid@unwomen.org**](mailto:technical.bid@unwomen.org) and Financial Proposals to [**financial.bid@unwomen.org**](mailto:financial.bid@unwomen.org).

Technical and Financial proposals should be sent as separate PDF files. If the Technical and Financial proposals are sent in the same PDF file, they will be rejected.

To secure your financial offer please set up a password, which will be used at later stage once the evaluation of the technical proposal is complete. The companies who achieve the minimum score will be requested to provide passwords.

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. Any request for clarification of the Solicitation Documents need to be received earlier than 25 April 2014 at 6pm
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal to unwomen.eval.rfp@unwomen.org.

Yours sincerely,

Marco Segone
Director of Evaluation
UN Women

Instructions to Offerors

A. Introduction

1. General

The United Nations Entity for Gender Equality and the Empowerment of Women (UN-Women) Independent Evaluation Office seeks for a firm/institution or team of individual consultants specializing in research and/or evaluation of international development to assist in the design and conduct of a Joint Systemic Review on Gender Equality in Development.

The UN Women Independent Evaluation Office reports directly to the Executive Director and to the Executive Board through its annual report on the evaluation function. The direct reporting line safeguards its independence from management, thus enabling it to conduct its work with impartiality.

The UN-Women - in partnership with the United Nations Evaluation Group (UNEG) and EvalPartners - is commissioning a joint systemic review of gender equality in development that will promote the use of evidence-based learning from evaluations to inform future global policy on gender equality and women's empowerment and gender-responsive evaluation practice.

The joint systemic review has a two-fold purpose with an overall goal of improving development results on gender equality and women's empowerment through evidence-based learning. First, it is meant to enhance learning and contribute to knowledge management systems on what works and what does not for achieving gender equality and women's empowerment in development initiatives by analyzing corporate gender mainstreaming policies/strategies and gender equality results within the UN system. Secondly, it is expected to enhance gender-responsive evaluation by analyzing the systems in place to promote it within the UN and at national level. More specifically, the objectives of the joint systemic review are to:

1. Analyze practice on system-wide and corporate gender mainstreaming policies/strategies of United Nations entities.
2. Analyze the contribution to gender equality development results by UN entities at country-level on three of the critical areas of concern of the Beijing Platform for Action: institutional mechanisms for the advancement of women, women and the economy, and violence against women
3. Analyze the systems in place to promote gender-responsive evaluation practice in the UN system, national evaluation systems and among Voluntary Organizations of Professional Evaluators (VOPEs).

The proposed joint systemic review will seek to answer the following key questions:

Objective 1:

- a. What has been the relevance and effectiveness of system-wide and corporate gender mainstreaming policies of UN entities? Do system-wide and corporate gender mainstreaming policies/strategies contribute to delivery of development results?
- b. What are the lessons learned and good practices that can strengthen the development and implementation of future UN entity gender mainstreaming policies/strategies?

Objective 2:

- a. What have been the gender equality development results achieved by UN entities at country-level on the three critical areas of concern of the Beijing Platform for Action?
- b. What has been the relevance of these results for national commitments to gender equality?
- c. How have these results been achieved? What were some of the contributing factors, bottlenecks, lessons learned and good practices?
- d. Are there lessons related to the pathways to achieve results overall and in each specific critical area? What are the commonalities, variations and adaptations? What, if any, are the inter-linkages between the three critical areas under review?

Objective 3:

- a. What are the systems and practices currently in place to promote gender-responsive evaluation within the UN system? What are the challenges and/or enabling factors?
- b. What are the systems and practices currently in place to promote gender-responsive evaluation in national evaluation systems? What are the challenges and/or enabling factors?
- c. What are the systems and practices currently in place to promote gender-responsive evaluation among VOPEs? What are the challenges and/or enabling factors?
- d. What are the lessons learned and good practices on gender-responsive evaluation among all three stakeholders (collectively and separately)?
- e. What are the most promising areas for collaboration on gender-responsive evaluation? Are there any untapped opportunities?

The joint systemic review is expected to be used to inform:

- the post-2015 development agenda, Beijing +20, and upcoming sessions of the Commission of the Status of Women (CSW);
- the implementation of the UN system Guidance on the Development of Gender Equality and the Empowerment of Women Policies, Strategies and Plans;
- the work of UNEG in promoting gender responsive evaluation practice in the UN system, including the revision of the Norms and Standards for Evaluation in the UN system and the Peer Review Framework for UNEG Evaluation Functions;
- EvalPartners' strategy for promoting gender-responsive national M&E systems and for strengthening regional and national VOPEs capacity to demand and supply gender-responsive evaluations; and
- the 2015 International Year of Evaluation (2015).

The main expected users of the systemic review are UN system entities (including UN-Women and UNEG specifically), national governments, international, regional and national VOPEs

(including EvalPartners), and global policy-making forums (Beijing +20, MDGs review, CSW, etc.).

As per the TOR, the firm/institution or team of individual consultants selected will specifically assist with the design and conduct of the systemic review of Objectives 1 and 2 above and as per the TOR, but will be required to incorporate work conducted separately by different researchers/consultants against Objective 3 into one cohesive overall report.

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, UN WOMEN will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UN WOMEN entity by e-mail to unwomen.eval.rfp@unwomen.org. The procuring UN WOMEN entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than **25 April 2014 at 6pm**. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be posted to www.unwomen.org.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UN WOMEN entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UN WOMEN entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UN WOMEN entity shall be written in the **English language**. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including work plan, composition of the team and documentation to demonstrate that the Offeror meets all requirements; (CVs of team leader and team members, two samples of relevant systemic review/meta-analysis/meta-synthesis reports - or evaluation reports, if the former is not available - and availability statements signed by proposed key personnel).
- (c) In the case of a consortium/joint venture/association (which includes teams of individual consultants), the form in Annex V 'as an addendum to the RFP and to be read as Annex V' must be completed, signed and submitted along with your technical proposal, in which case:
 - a) All parties shall be jointly and severally liable to UN-Women for any obligations arising from their proposal or the contract that may be awarded to them as a result of this solicitation exercise; and
 - b) One party shall be designated to act as the focal point to deal with UN-Women. Such party shall have the authority to make decisions binding upon the joint venture, association or consortium during the solicitation process and, in the event a Contract is awarded, during the duration of the contract. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of UN-Women
- (d) Price schedule, completed in accordance with clauses 8 and 9

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

- (a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's past and present activities. It should focus on services related to the Proposal.

This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UN WOMEN entity.

The management plan should also include General Organizational Capability which is likely to affect implementation

- Financial stability
- loose consortium, holding company or one firm
- strength of project management support
- project financing capacity
- project management controls

(b) Resource plan and team composition

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion. An organogram of the firm/institution/joint venture and description of the contractual status of its employees should be provided.

The team leader and all team members' experience and qualifications should meet the criteria indicated in this TOR. This section should specify the extent to which the team is gender-balanced and cross-culturally diverse.

The section should also describe the responsibilities during the joint systemic review process and the general management approach towards a joint systemic review of this kind.

It should also specify the exact team composition, the division of tasks amongst the different team members and quality assurance procedures.

(c) Technical Proposal

The technical proposal should include the understanding of the overall context, purpose and expected use of the joint systemic review, the approach and methodology for the systemic review of Objectives 1 and 2, the approach for incorporating the work related to Objective 3 (to be conducted separately by other consultants) to develop one cohesive report, a systemic review protocol template and a work plan (please refer to the Terms of Reference – Annex 3, for additional information).

The proposal should present the approach and methodology for the systemic review of Objectives 1 and 2 by identifying and explaining the specific approach to be applied for the work and a variety of techniques for: defining inclusion/exclusion criteria, conducting the structured search, determining and applying the screening and selection criteria, the

qualitative and quantitative data extraction, the meta-analysis and summarization of the quantitative and qualitative data extracted, and the report writing/format. These should be feasible and applicable within the timeframe, budget and context of the joint systemic review.

The proposal should explicitly define how the work will incorporate gender equality and human rights perspectives and understanding of the three critical areas of concern of the Beijing Platform for Action identified for review: Institutional Mechanisms for the Advancement of Women, Women and the Economy and Ending Violence Against Women.

The proposal should include a systemic review protocol template that reflects how the work under Objective 3 will be incorporated and how any linkages will be made among the three objectives of the TOR.

The proposal should also contain a work plan with realistic time frame and human resources.

Motivation and ethics should also be reflected in the proposal.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract. In addition to the formula used for identifying the score of price proposals, these will also be assessed qualitatively in terms of sufficient allocation of funds, time effort of different team members and the overall realism and feasibility of the allocation of budget and human resources to implement the proposed joint systemic review protocol and work plan in the technical proposal.

10. Proposal currencies

All prices shall be quoted in US dollars or any convertible currency.

11. Period of validity of proposals

Proposals shall remain valid for one hundred and twenty (120) days after the date of Proposal submission prescribed by the procuring UN WOMEN entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UN WOMEN entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UN WOMEN entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

For proposals submitted via Mail/Courier/Personal Delivery, the Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

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

13. Payment

UN WOMEN shall effect payments to the Contractor after acceptance by UN WOMEN of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Options for Submitting Technical and Financial Proposals:

- (a) Mail/Courier/Personal Delivery: The Offeror shall seal the Proposal in one outer and two inner envelopes, marked as detailed below:

**** NOT TO BE OPENED BY REGISTRY ****

220 East 42nd Street
New York, NY 10017

To the attention of: **Bid Opening Committee**

UN Women Procurement Section

"RFP: Services to Design and Conduct the Joint Systemic Review of Gender Equality in Development"

Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule duly identified as such.

Note: if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UN WOMEN entity will not assume responsibility for the Proposal's misplacement or premature opening.

- (b) Email Submission: Your proposal (in PDF format) must be signed and stamped in all relevant places. The Financial Part and the Technical Part of proposal **MUST BE COMPLETELY SEPARATED** and submitted in two separate e-mails to UN Women secure bid e-mail addresses as per the following:

The technical proposal with clear subject line as "Technical Proposal RFP: Services to Design and Conduct the Joint Systemic Review of Gender Equality in Development" (containing the Proposal Submission Form' Annex IV, and the Technical Component of your proposal) must be submitted to: technical.bid@unwomen.org; and;

The financial proposal with clear subject line as "Financial Proposal RFP: Services to Design and Conduct the Joint Systemic Review of Gender Equality in Development" (containing your Price Proposal in the format of Annex V) must be submitted to: financial.bid@unwomen.org;

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

- a) The Technical and Financial documents have not been submitted separately;
- b) The pricing information is included in the Technical Proposal;
- c) Proposals submitted to any other address or location, or copied to an e-mail address other than dedicated bid secure e-mail addresses as instructed above;
- e) Proposals sent via the correct route after having been sent incorrectly.

15. Deadline for submission of proposals

Proposals must be received by the procuring UN WOMEN entity at the address specified under clause *Sealing and marking of Proposals* no later than **6 May 2014 at 6pm New York, USA time**.

The procuring UN WOMEN entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UN WOMEN entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UN WOMEN entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UN WOMEN entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause Deadline for Submission of Proposals. The withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy.

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

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

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the UN Women Chief of Procurement.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

The Purchaser will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's

responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Offerors will be opened only for submissions that pass the minimum technical score of 80% of the obtainable score of 800 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposals of all Offerors, who have attained minimum 80% score in the technical evaluation, will be compared. The maximum assigned score of 200 points for price proposals is allocated to the lowest price proposal. All other price proposals receive point in inverse proportion according to the following formula:

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

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

μ = price of the lowest priced proposal

z = price of the proposal being evaluated

The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Management Plan Expertise and capacity of firm/organization/joint venture (which include teams of individual consultants) submitting proposal	12%	100					
2.	Quality of Technical Proposed Approach, methodology, work plan, motivation and ethics.	44%	350					

3.	Team Composition Qualification of personnel/expertise and of firm/organization submitting Proposal.	44%	350					
	Total		800					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

The Technical Proposal Evaluation Forms are:

Form 1: Management Plan

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Management Plan Expertise of firm/organization/joint venture (includes team of individual consultants) submitting proposal							
1.1	Reputation of Firm/Organization and staff or Joint Venture and individual consultants (Competence / Reliability)	20					
1.2	Litigation and Arbitration history	20					
1.3	General Organizational Capability which is likely to affect implementation (i.e. Financial stability, loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)	20					
1.4	Quality assurance procedures, warranty	20					
1.5	Relevance of: - Specialized Knowledge - Experience on Similar Programme / Projects Work for other UN agencies/ major multilateral/ or bilateral programmes	20					
		100					

Form 2: Quality of Technical Proposal

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Quality of the Technical Proposal Approach, Methodology, Work plan, Motivation and Ethics							
1.1	Proposal's overall quality, clarity and adherence to the RFP guide-lines (see paragraph 8) (the proposal format includes: understanding of the overall context, purpose and expected use of the joint	50					

	systemic review, the approach and methodology for the systemic review of Objectives 1 and 2, the approach for incorporating the work related to Objective 3 to develop one cohesive report, a systemic review protocol template and a work plan; it responds to the requirements of the TOR and includes extended CVs of the team members and relevance and quality of the two sample reports)						
1.2	Extent to which the proposal presents a specific systemic review approach and methodology for Objectives 1 and 2, including a variety of techniques for defining inclusion/exclusion criteria, conducting the structured search, determining and applying the screening and selection criteria, the qualitative and quantitative data extraction, the meta-analysis and summarization of the quantitative and qualitative data extracted, and the report writing/format. The approach and methodology should demonstrate potential for identifying evaluations focusing on the three critical areas of concern to be covered and effectively extracting and analyzing the credible qualitative and quantitative data and meta-analyzing and summarizing in a useful way	80					
1.3	Extent to which the approach and methodology incorporates a gender equality and human rights perspective and demonstrate knowledge/understanding of the three critical areas of concern of the Beijing Platform for Action identified for review: Institutional Mechanisms for the Advancement of Women, Women and the Economy and Ending Violence Against Women.	60					
1.4	Extent to which the timeframe and human resources indicated in the work plan are realistic given the expected use of the systemic review report (sufficient allocation of time and effort of each team member, especially senior experts; sequence of activities; planning is logical, realistic and promises efficient implementation to the review)	80					
1.4	Extent to which the systemic review protocol template clearly reflects the TOR (including how the work under Objective 3 will be incorporated and linkages will be made among the three objectives of the TOR)	40					
1.5	Extent to which the team reflects a clear professional commitment with the subject of the assignment, ethics and availability to perform within the timeframe of the review. (the proposals and CVs of team members reflect a professional commitment to gender equality and research/evaluation, and quality assurance processes are clearly articulated)	40					
		350					

Form 3: Team Composition

Technical Proposal Evaluation Form 3	Points obtainable	Company / Other Entity				
		A	B	C	D	E

Team Composition Qualification of personnel/Expertise of Firm/Organization or Joint Venture (including team of individual consultants) submitting Proposal							
2.1	Proven previous expertise in conducting systemic reviews, evaluations and/or meta-analysis/synthesis on international development issues (<i>advanced expertise in wide range of quantitative and qualitative data search, extraction and meta-analysis/synthesis techniques</i>)	30					
2.2	Experience and knowledge on gender equality and women's empowerment issues, gender mainstreaming and gender analysis and the related mandates within the UN system across the team (specific knowledge/experience in the Beijing Platform for Action critical area of concerns to be covered by the systemic review: Institutional Mechanisms for the Advancement of Women, Women and the Economy and Ending Violence Against Women)	30					
2.3	Experience and knowledge on human rights, human rights based approaches, human rights analysis and the related mandates within the UN system across the team	20					
2.3	Extent to which the team is gender balanced and cross-culturally diverse (<i>regional representation is desirable</i>)	10					
2.4	<i>Team leader</i>						
	General Qualification (<i>Education and languages – PhD in related field, fluency in English and knowledge of other official UN languages; Knowledge/experience in designing and conducting systemic reviews or meta-synthesis/analysis on gender equality and human rights</i>)	50					
	Relevant professional experience as outlined in the ToR (<i>At least 10 years of experience in systemic reviews, evaluation and meta-analysis/synthesis and a wide range of quantitative and qualitative approaches, methods and techniques; knowledge of the UN system; experience/knowledge of gender equality and human rights issues; and experience in evaluating gender equality development programmes.</i>)	50					
2.5	<i>Senior Gender Equality Expert</i>						
	General Qualifications (<i>Education and languages – MA in related field, PhD preferred; , fluency in English and knowledge of other official UN languages; Knowledge/experience in designing and conducting systemic reviews or meta-synthesis/analysis</i>)	50					
	Relevant professional experience as outlined in the	50					

	ToR (At least 7 years of experience in systemic reviews, evaluation and meta-analysis/synthesis and a wide range of quantitative and qualitative approaches, methods and techniques; knowledge of the UN system; demonstrated expertise on gender equality issues and knowledge of the three areas of concern identified for review: institutional mechanisms for the advancement of women, women and the economy and ending violence against women; experience/knowledge on human rights issues; and experience in evaluating gender equality development programmes.						
2.6	Research Assistant (and any other proposed team members)						
	General Qualification (Education and languages – MA in related field, fluency in English and knowledge of other official UN languages, experience in designing/conducting systemic reviews, research or evaluation)	30					
	Relevant professional experience as per ToR (at least 5 years of experience in designing conducting systemic reviews/research/evaluation; experience on gender equality and human rights; combination of experience required as specified in the ToR)	30					
	Total Part 3	350					
	Total Part 1, 2 and 3	800					
	80% of 1000 pts = 640 pts needed to pass technical						

F. Award of Contract

22. Award criteria, award of contract

The procuring UN WOMEN entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UN WOMEN entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

23. Suppliers Background Check

UN Women may perform the following actions prior to award of contract:

Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted;

Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;

Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;

24. Purchaser's right to vary requirements at time of award

At the time of award of Contract, UN WOMEN reserves the right to vary 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

25. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

UN WOMEN General Conditions of Contract

Please see separate PDF Annex II UN Women General Conditions of Contract

Annex III

Terms of Reference

Joint Systemic Review of Gender Equality in Development

I. Introduction

The year 2014 -2015 is an important one with several key forums taking place for determining global policy issues related to gender equality and women's empowerment in development including the ICPD Beyond 2014 review, Beijing +20, the review of the MDGs, the development of a post-2015 development agenda and new sustainable development goals. It is also a landmark year for evaluation with the celebration of the first International Year of Evaluation in 2015.

The United Nations Entity for Gender Equality and the Empowerment of Women (UN-Women) in partnership with the United Nations Evaluation Group (UNEG) and EvalPartners is commissioning a joint systemic review of gender equality in development that will promote the use of evidence-based learning from evaluations to inform future global policy on gender equality and women's empowerment and gender-responsive evaluation practice. The systemic review will focus on:

1. system-wide and corporate gender equality policies and strategies in the UN system.
2. the contribution to gender equality development results at country-level by UN entities towards three of the critical areas of concern of the Beijing Platform for Action: institutional mechanisms for the advancement of women, women and the economy, and violence against women.
3. gender responsive evaluation systems and structures in the UN system, national governments and Voluntary Organizations of Professional Evaluators (VOPEs).

II. Background

Gender Equality and Women's Empowerment

In 1979, the United Nations General Assembly adopted the International Convention on the Elimination of All Forms of Discrimination against Women (CEDAW), which entered into force two years later. It is one of the core international human rights conventions and outlines the basis for equality between men and women, specifically by requiring State Parties to address discrimination against women. In 1995, the United Nations Fourth World Conference for Women unanimously adopted the Beijing Declaration and Platform for Action which formally established gender mainstreaming as the preferred global strategy for achieving gender equality and called for work to be undertaken in twelve critical areas of concern: women and poverty, education and training on women, women and health, violence against women, women and armed conflict, women and the economy, women and decision-making, institutional mechanisms for the advancement of women, human rights of women, women and the media, women and environment and the

girl child.¹ Following Beijing, the United Nations Economic and Social Commission Agreed Conclusion 1997/2 defined gender mainstreaming and called for its integration in all policies and programmes of the United Nations system; subsequent ECOSOC Resolutions have reiterated the call for gender mainstreaming within the UN system.

The importance of the gender mainstreaming strategy was also reiterated in 2000 at the 23rd Special Session of the United Nations General Assembly (Beijing +5). That same year saw the adoption of the Millennium Declaration and the establishment of eight Millennium Development Goals (MDGs) to be achieved by 2015. In addition to a specific goal dedicated to gender equality and women's empowerment, gender was also to be mainstreamed across the other seven goals in recognition of the centrality of gender equality to development. In 2005, United Nations General Assembly Resolution 60/1 called on the Secretary-General to take further steps in mainstreaming a gender perspective in the policies and decisions of the Organization, which led to the Chief Executives Board on Coordination's System-Wide Policy on Gender Equality and the Empowerment of Women. In the last decades, United Nations entities have developed individual gender mainstreaming policies, strategies and action plans to implement the ECOSOC resolutions and the system-wide policy on gender mainstreaming.²

In 2010, the 54th Session of the Commission on the Status of Women (Beijing +15) was devoted to a review of the implementation of the Beijing Platform for Action and the 23rd General Assembly Special Session on Women and their contribution to the full realization of the Millennium Development Goals, with a focus on sharing experiences and good practices with a view to overcoming remaining obstacles and new challenges.

Also in 2010, as part of the United Nations reform process and in recognition of the need to strengthen accountability, effectiveness and coordination of the UN system's work on gender equality and women's empowerment, General Assembly resolution 64/289 created the Entity for Gender Equality and the Empowerment of Women (UN Women) that became operational in 2011. In 2012, UN-Women led the development of the endorsed UN System-Wide Action Plan for the implementation of the CEB System-Wide Policy on Gender Equality and Women's Empowerment (UN SWAP). The QCPR Resolution in 2013 has also reiterated the call for strengthening the gender perspective in all the work of the UN system.

In 2014, the 58th Commission for the Status of Women reviewed the challenges and achievements in implementing the MDGs for women and girls and the Agreed Conclusions highlighted that action is needed to strengthen the evidence-base on gender equality and women's empowerment, including by developing and strengthening national monitoring and evaluation mechanisms to assess policies and programmes to achieve the Millennium Development Goals for women and girls and promote the sharing of best practices. Other initiatives are underway at global, regional and national levels to understand what has worked and what are the challenges and gaps in terms of mainstreaming a gender perspective to achieve results on gender equality, including the review of the implementation of International Conference on Population and Development (ICPD) at the UN General Assembly Special Session ICPD Beyond 2014 in September 2014. These are expected to inform Beijing +20, a review of the MDGs and

¹ The rationale for selecting three of the twelve critical areas of concern to be included in the review is based on the availability of evaluative evidence in the UN Women Gender Equality Evaluation Portal. Further details are outlined in Scope and Methodology Section of the ToR and Annex 1; further information on the three critical areas selected is included in Annex 2.

² The UN Women Coordination Division maintains a repository of the gender mainstreaming policies, strategies and action plans of UN entities: <http://www.un.org/womenwatch/ianwge/repository/index.html>

the post-2015 development agenda, including the expected agreement on Sustainable Development Goals, all taking place in 2015 to ensure that these policy forums build on the lessons and experiences of the past towards achieving gender equality.

Gender-Responsive Evaluation in the UN system

The purpose of evaluation is to provide credible evidence for accountability, decision-making and learning to improve policies, strategies, plans, programmes and projects. Gender responsive evaluation is the implementation of the gender mainstreaming mandate into evaluation practice. It requires that a gender perspective is integrated in evaluation by substantively assessing the gender aspects of the evaluand and conducting the evaluation in a manner that promotes gender equality and women's empowerment itself.

The United Nations Evaluation Group (UNEG) has developed Norms and Standards in response to GA resolution A/RES/59/2503. While the UNEG Norms seek to facilitate system-wide collaboration on evaluation by ensuring that evaluation entities within the UN follow basic principles, the UNEG Standards are intended to guide the establishment of the institutional framework, management of the evaluation function and the conduct and use of evaluations. The UNEG Norms and Standards integrate gender perspectives and the group has also developed specific guidance on how to integrate gender equality in evaluation. Some UN entities also undertake periodic evaluations of their gender mainstreaming policies/strategies.

In 2013, UN-Women developed more specific technical guidance and a scorecard for promoting and harmonizing reporting against the UN SWAP Evaluation Indicator that tracks performance on gender-responsive evaluation by all UN entities. The current UNEG strategy and work plan also call for further initiatives on gender responsive evaluation by the group, as well as a revision of the UNEG Norms and Standards. UNEG will also be critically engaged in the 2015 International Year of Evaluation.

Engendering National Evaluation Systems

National evaluation systems are crucial for providing evidence-based information and analysis to inform and improve national policies and strategies, including for the achievement of gender equality. There is a growing trend towards developing and strengthening the quality and credibility of these systems and for country-led evaluation.

National evaluation systems normally involve two main actors that both play a crucial role in generating demand for and supply of gender responsive evaluation: national governments and civil society. National governments create the demand for the conduct of gender-responsive evaluation by developing formal national evaluation policies or by commissioning gender responsive evaluations. The independent evaluation offices of national governments can also contribute to the supply of gender responsive evaluation through the evaluations they conduct.

Similarly, civil society can also create the demand for gender responsive evaluation by advocating for the integration of gender in the evaluation of national policies and programmes, which is often a missing element. However, civil society is also crucial for enabling a supply of gender responsive evaluation to meet this demand, with Voluntary Organizations of Professional Evaluators (VOPEs) playing a specific and important role in this regard by supporting national evaluators to develop and strengthen gender-responsive evaluation capacities.

In 2012, "EvalPartners", an innovative partnership to enhance national evaluation capacities, with a specific focus on equity-focused and gender-responsive evaluation, was launched. EvalPartners has

³ Document A/C.2/59/L.63 of 17 December, paragraph 69.

supported research on national evaluation systems including a mapping of the status of national evaluation policies in 2013 and the development of case studies highlighting the role of VOPEs in fostering equity-focused and gender-responsive evaluations and evaluation systems. In 2014, EvalPartners has launched three Evaluation Challenge projects for VOPEs that specifically aim to promote and build capacities on gender responsive evaluation in the context of the International Year of Evaluation.

Finally, Member States have called for the UN system specifically to support the strengthening of gender-responsive national evaluation capacities⁴, and there is a similar interest to do so by international and regional VOPEs.

III. Purpose, scope and intended use

The systemic review has a two-fold purpose with an overall goal of improving development results on gender equality and women's empowerment through evidence-based learning. First, it is meant to enhance learning and contribute to knowledge management systems on what works and what does not for achieving gender equality and women's empowerment in development initiatives by analyzing corporate gender mainstreaming policies/strategies and gender equality results within the UN system. Secondly, it is expected to enhance gender-responsive evaluation by analyzing the systems in place to promote it within the UN and at national level.

More specifically, the objectives of the joint systemic review are to:

4. Analyze practice on system-wide and corporate gender mainstreaming policies/strategies of United Nations entities.
5. Analyze the contribution to gender equality development results by UN entities at country-level on three of the critical areas of concern of the Beijing Platform for Action: institutional mechanisms for the advancement of women, women and the economy, and violence against women
6. Analyze the systems in place to promote gender-responsive evaluation practice in the UN system, national evaluation systems and among VOPEs.

The proposed joint systemic review will seek to answer the following key questions:

Objective 1:

- c. What has been the relevance and effectiveness of system-wide and corporate gender mainstreaming policies of UN entities? Do system-wide and corporate gender mainstreaming policies/strategies contribute to delivery of development results?
- d. What are the lessons learned and good practices that can strengthen the development and implementation of future UN entity gender mainstreaming policies/strategies?

Objective 2:

- e. What have been the gender equality development results achieved by UN entities at country-level on the three critical areas of concern of the Beijing Platform for Action?
- f. What has been the relevance of these results for national commitments to gender equality?

⁴ QCPR resolution

- g. How have these results been achieved? What were some of the contributing factors, bottlenecks, lessons learned and good practices?
- h. Are there lessons related to the pathways to achieve results overall and in each specific critical area? What are the commonalities, variations and adaptations? What, if any, are the inter-linkages between the three critical areas under review?

Objective 3:

- f. What are the systems and practices currently in place to promote gender-responsive evaluation within the UN system? What are the challenges and/or enabling factors?
- g. What are the systems and practices currently in place to promote gender-responsive evaluation in national evaluation systems? What are the challenges and/or enabling factors?
- h. What are the systems and practices currently in place to promote gender-responsive evaluation among VOPEs? What are the challenges and/or enabling factors?
- i. What are the lessons learned and good practices on gender-responsive evaluation among all three stakeholders (collectively and separately)?
- j. What are the most promising areas for collaboration on gender-responsive evaluation? Are there any untapped opportunities?

The joint systemic review is expected to be used to inform:

- the post-2015 development agenda, Beijing +20, and upcoming sessions of the Commission of the Status of Women (CSW);
- the implementation of the UN system *Guidance on the Development of Gender Equality and the Empowerment of Women Policies, Strategies and Plans*;
- the work of UNEG in promoting gender responsive evaluation practice in the UN system, including the revision of the *Norms and Standards for Evaluation in the UN system* and the *Peer Review Framework for UNEG Evaluation Functions*;
- EvalPartners' strategy for promoting gender-responsive national M&E systems and for strengthening regional and national VOPEs capacity to demand and supply gender-responsive evaluations; and
- the 2015 International Year of Evaluation (2015).

The main expected users of the systemic review are UN system entities (including UN-Women and UNEG specifically), national governments, international, regional and national VOPEs (including EvalPartners), and global policy-making forums (Beijing +20, MDGs review, CSW, etc.).

Scope and Methodology

The joint systemic review is proposed to be conducted by external independent evaluation/research consultants over a seven-month period from May – October 2014. It will be organized into three sections aligned to the three objectives and related questions and will be based solely on secondary data from existing evaluations, mapping studies and other relevant documents available.⁵ It will be guided by relevant applicable guidelines for systemic reviews and qualitative and quantitative data analysis methods.

⁵ A preliminary list of data sources is included in Annex 1

- **Section 1** will involve a meta-analysis of identified UN entities' evaluations of gender equality policies/strategies from 2006 onwards and annual reporting for the UN SWAP. A list of current evaluations and related meta-synthesis identified is included in Annex 1.
- **Section 2** will involve an in-depth systemic review and meta-analysis of the lessons learned from the contribution to gender equality results at country-level contained in evaluations of UN entities work from 2006 to date. The main, but not exclusive, source of information will be UN Women Gender Equality Evaluation Portal, which is a database that contains 191 evaluations of UN entities work on gender quality from 2006 to present on what works to achieve gender equality and women's empowerment organized around the 12 Critical Areas of Concern of the Beijing Platform for Action.⁶ The analysis will focus on three of the twelve areas where there is a critical mass of evaluative evidence available: institutional mechanism for the advancement of women (61), women and the economy (41), and violence against women (18).⁷ The evaluations selected will be further screened to ensure that only credible evaluations are included in the analysis. Further sampling criteria may also be developed.
- **Section 3** will consist of analysis and meta-analysis of UN entities individual evaluation policies/strategies/guidance as well as relevant UNEG ones; national evaluation policies; and policies/structures of VOPEs at the international, regional and national level. UN entities, national systems and VOPEs that demonstrate more scope for providing lessons learned and good practices related to gender-responsive evaluation may be selected for more in-depth analysis.

More specifically:

- *Criteria for inclusion and exclusion* will be established for each objective area. The criteria will be guided by UNEG Norms and Standards and will consider both published and unpublished works available from 2006 to present and will aim to reduce bias to the extent possible.
- *Structured search strategy* will be developed for evaluations/documents (Objective 1 and 2) and reviews, mapping, case studies and other relevant documents (Objective 3) on the basis of the established inclusion/exclusion criteria and will make use of the UN-Women gender and evaluation portal, individual UN entities evaluation databases, EvalPartners' documented case studies and website, direct solicitation from entities, and other sources. The search will also contribute to further populating the gender and evaluation portal.
- *Screening* of evaluations/documents will be conducted to ensure the quality and credibility of the evidence presented for meta-analysis to develop a final list of evaluations/documents to be analyzed for each objective/question. The systemic review will rely on quality screening already conducted by each agency.
- *Qualitative and quantitative data extraction* will be conducted on the screened sample of evaluations/documents against each review question.
- *Meta-analysis and summarization* of the qualitative and quantitative data extracted such as coding, content analysis, comparative analysis, contribution analysis, process tracing and statistical analysis.
- *Reporting* against an agreed final format.

⁶ Additional relevant evaluations will be sourced directly from UN entities.

⁷ Institutional mechanism for the advancement of women is linked to work in the other 11 critical areas and the Agreed Conclusions of the 58th CSW highlight that violence against women and issues related to women and the economy were not sufficiently addressed in the MDGs.

IV. Management

The systemic review will be managed by a Management Group composed of representatives of UN Women, UNEG and EvalPartners. The UN Women Independent Evaluation Office (IEO) will chair the Management Group. The review will be conducted by external independent consultants. The MG will have responsibility for decision-making and quality assurance throughout the process and may request revisions of products until quality standards have been achieved.

Wider participation and inclusion will be promoted through the constitution of a reference group to provide feedback and validation to the ToR and key deliverables. It will be composed of representatives from UNEG, EvalPartners, UN entities, national evaluation functions and relevant CSOs. UN Women will also constitute an internal reference group to further inform the process.

V. Systemic Review Team (Objective 1, 2 and overall report)

A research and/or evaluation firm will have responsibility for the design and conduct of the systemic review against Objectives 1 and 2, but will be required to incorporate work conducted separately against Objective 3 into one cohesive overall report. A senior consultant with extensive experience in conducting systemic reviews will compose/lead a team that consists of at least three members, with balance in terms of gender and regional representation desirable. Each team members' expertise should include the following:

Team Leader

- A PhD related to any of the social sciences, preferably on gender equality or international development
- At least 10 years of working experience in designing and conducting systemic reviews, research or evaluation and specific experience in conducting meta-analysis/synthesis.
- Experience in a wide range of qualitative and quantitative approaches, methods and techniques.
- Experience and background in gender equality, specifically international normative frameworks, gender mainstreaming and gender analysis
- Experience and knowledge in human rights issues, the human rights-based approach to programming, human rights analysis and related UN mandates.
- Familiarity with United Nations Evaluation Group (UNEG) Norms and Standards
- Excellent analytical, facilitation and communications skills;
- Ability to work with the Management Group to produce a high quality report delivered in a timely basis, incorporating the work to be undertaken separately on Objective 3
- Knowledge and experience working with the UN system
- Familiarity with National Evaluation Policies and Voluntary Organizations of Professional Evaluators is a strong asset
- Fluent in English, other official UN languages (particularly Spanish and French) an asset

Senior Gender Equality Expert

- At least an MA related to any of the social sciences, preferably on gender equality or international development; PhD preferred;
- At least 7 years of working experience in designing and conducting systemic reviews, research or evaluation, especially in conducting meta-analysis/synthesis and on gender equality issues;
- Experience in a wide range of qualitative and quantitative approaches, methods and techniques;

- Demonstrated expertise in gender equality, specifically international normative frameworks, gender mainstreaming and gender analysis;
- Demonstrated knowledge/experience in the three critical areas of concern of the Beijing Platform for Actions selected for review: Institutional Mechanisms for the Advancement of Women, Ending Violence Against Women and Women, Peace and Security;
- Experience and knowledge in human rights issues, the human rights-based approach to programming, human rights analysis and related UN mandates;
- Familiarity with United Nations Evaluation Group (UNEG) Norms and Standards;
- Excellent analytical and communications skills;
- Ability to work with the Management Group to produce a high quality report delivered in a timely basis, incorporating the work to be undertaken separately on Objective 3;
- Knowledge and experience working with the UN system;
- Familiarity with National Evaluation Policies and Voluntary Organizations of Professional Evaluators is a strong asset; and
- Fluent in English, other official UN languages (particularly Spanish and French) an asset.

Research Assistant

- An MA related to any of the social sciences, preferably on gender equality or international development;
- At least 5 years of working experience in designing and conducting systemic reviews, research or evaluation, especially in conducting meta-analysis/synthesis and on gender equality issues;
- Experience in a range of qualitative and quantitative approaches, methods and techniques;
- Experience and background in gender equality, specifically international normative frameworks, gender mainstreaming, gender analysis and experience in any of the Beijing Platform for Action Critical Areas of Concern under review desirable;
- Experience in human rights issues, the human rights-based approach to programming, human rights analysis and related UN mandates;
- Familiarity with United Nations Evaluation Group (UNEG) Norms and Standards;
- Strong analytical and communications skills;
- Ability to work with the Management Group to produce a high quality report delivered in a timely basis, incorporating the work to be undertaken separately on Objective 3;
- Knowledge and experience working with the UN system;
- Familiarity with National Evaluation Policies and Voluntary Organizations of Professional Evaluators is an asset; and
- Fluent in English, other official UN languages (particularly Spanish and French) an asset.

VI. Time Frame and Expected Products

The proposed timeframe and expected products will be discussed and finalized with the selected consultants. The MG reserves the right to ensure the quality of products submitted by the external consultants and will request revisions until the product meets the quality standards as expressed by the MG. The final products will be delivered in electronic format in both PDF and Word versions, with all text and images provided in formats that facilitate the copy-editing, format and design of products for publication.

Activity	Product to be delivered by consultants	General Timeframe
Work Plan	Detailed workplan outlining the timeframe and different products to be developed	May 2014
Systemic Review Protocol (including two rounds of revision)	A detailed protocol will be developed based on the initial proposal, an initial review of data sources, and refinement of the ToR. The protocol will include a detailed outline of the methodology and timeframe. A first draft report will be shared with the Management Group and, based upon the comments received; the team will revise the draft. The revised draft will be shared with reference groups and external advisors for feedback. The team will maintain an audit trail of the comments received and provide a response on how the comments were addressed in the final inception report.	May 2014
Document List	A final document list will be produced and shared with the Management Group. The team will populate the Gender and Evaluation Portal with the relevant documents to promote access.	June 2014
Presentation of preliminary findings (one round of revision)	A PowerPoint presentation detailing the emerging findings of the systemic review will be shared with the Management Group for feedback. The revised presentation will be delivered to the reference groups and external advisors for comment and validation. The consultants will incorporate the feedback received into the draft report.	August 2014
Draft Report (including three rounds of revision prior to the final report)	A first draft report will be shared with the Management Group for initial feedback. The second draft report will incorporate Management Group feedback and will be shared with the reference groups and external advisors for feedback. The third draft report will incorporate this feedback and then be shared with the reference group/external advisors for final validation. The consultants will maintain an audit trail of the comments received and provide a response on how the comments were addressed in the revised drafts.	September – October 2014
Final Report	The final report will include a concise Executive Summary and annexes detailing the methodological approach and any analytical products or tools developed during the course of the systemic review. The structure of the report will be pre-defined in the systemic review protocol by the Management Group and the consultants.	October 2014

Summary Report (including two rounds of revision)	The systemic review purpose, methodology, key findings and lessons learned will be summarized in an 8,000 word Summary Report.	October 2014
Policy Brief	A dissemination product/pamphlet extracting the key findings and lessons of the systemic review in a user-friendly format to be distributed at global policy-making forums.	October 2014
Upload of additional evaluation in the UNW Gender evaluation portal	<i>All additional evaluations identified during the search that are not already available in the UNW Gender evaluation portal will be uploaded</i>	October 2014
Dissemination	<i>IEO is responsible for presenting the report to the Executive Board, and coordinating the dissemination of the systemic review. The UNEG and EvalPartners are responsible for disseminating the systemic review with policy-makers and relevant stakeholders.</i>	November 2014– January 2015

TOR Annex 1: Proposed Sources of Information

Objective 1

1. Evaluation of Gender Mainstreaming in UNDP (*forthcoming*)
2. Evaluation of WFP Gender Policy (2009 – 2013): *'This Time Around?'* (2014)
3. Annual Reporting on the UN System-Wide Action Plan for the implementation of the CEB System-Wide Policy on Gender Equality and Women's Empowerment (2013 & 2014)
4. African Development Bank Group: Mainstreaming Gender Equality: A Road to Results or a Road to Nowhere? (2012)
5. Evaluation Cooperation Group and IFAD: Gender Equality and Development Evaluation Units: Lessons from Evaluations of Development Support of Selected Multilateral and Bilateral Agencies (2012)
6. Review of Gender Mainstreaming in UNEP (2012)
7. Evaluation of FAO's role and work related to Gender and Development (2011)
8. UN Habitat's Evaluation of Gender Mainstreaming (2011)
9. Changing the way UNHCR does business?: An evaluation of the Age, Gender and Diversity Mainstreaming Strategy 2004 – 2009 (2010)
10. Thematic evaluation of gender mainstreaming in the United Nations Secretariat (2010)
11. Mid-term Evaluation of UNFPA Strategic Plan Organizational Goal 3 Phase I (2010)
12. Mid-term Evaluation of UNFPA Strategic Plan Organizational Goal 3 Phase II (2011)
13. IFAD's Performance with regards to Gender Equality and Women's Empowerment (2010)
14. End-of-Term Evaluation of WFP's Gender Policy (2003-2007): Enhanced Commitments to Women to Ensure Food Security (2008)
15. Evaluation of Gender Policy Implementation in UNICEF (2008)
16. Evaluation of Gender Mainstreaming in UNDP (2006)

Objective 2

- Evaluation databases of different UN entities
- DFID systemic reviews:
 - What is the evidence of the impact of initiatives to reduce risk and incidence of sexual violence in conflict and post-conflict zones and other humanitarian crises in lower and middle-income countries? A systematic review
 - Providing access to economic assets for girls and young women in low-and-lower middle-income countries. A systematic review of the evidence.
 - The impact of economic resource transfers to women versus men: a systematic review.
- [UN Women Gender Equality Evaluation Portal](#), which to date contains:

- 61 evaluations of UN work on advancement of women;
- 41 evaluations of UN work on women and the economy; and
- 18 evaluations of UN work on violence against women.

The table below provides the current availability of evaluation reports by UN entities in the portal:

	1) Women and Poverty	2) Women and Education	3) Women and Health	4) Violence Against Women	5) Women and Conflict	6) Women and the Economy	7) Women and Power	8) Women and Advancement	9) Women and Human Rights	10) Women and the media	11) Women and the Environment	12) The Girl Child	Not specified	Total
FAO			1					1	1		2			5
IFAD						1		1						2
ILO	1					22		4						27
Joint UN	1		1	5	2	2	2	13	1					27
OIOS								1						1
UN Women	3		1	10	10	8	5	15	5					57
UNDG								1						1
UNDP	4		2	1		5	3	11						26
UNEC						1								1
UNEP								1					1	2
UNESCO								2		1		1	2	6
UNESCWA								1						1
UNFPA			5			1		3	2				1	12
UN Habitat								2						2
UNHCR					1			1						2
UNIDO						1								1
UNICEF		3	1	2				3				7		16
WEP			1					1						2
Total per area	9	3	12	18	13	41	10	61	9	1	2	8	4	191

Objective 3

- United Nations Joint Inspection Unit: Analysis of the Evaluation Function of the United Nations System (*to be finalized*)
- Mapping/guidance note on integrating gender into national evaluation policies of developing countries (*in development*)
- EvalPartners' Evaluation Challenge project documents on gender responsive evaluation (2013 and ongoing)
- OIOS Inspection and Evaluation Division: UN Secretariat Evaluation Scorecards 2010-2011 (2013)
- Mapping the status of national evaluation policies (NEP) (2013)
- EvalPartners' Case studies of gender-responsive evaluation practice in VOPEs
- UNEG Peer Reviews (2006 - 2013)
- Independent Assessment of the United Nations Evaluation Group 2004-2012 (2013)
- African Development Bank Group: Mainstreaming Gender Equality: A Road to Results or a Road to Nowhere? (2012)
- Evaluation Cooperation Group and IFAD: Gender Equality and Development Evaluation Units: Lessons from Evaluations of Development Support of Selected Multilateral and Bilateral Agencies (2012)

TOR Annex 2: Strategic objectives of the three BPA critical areas of concern

Violence against Women Strategic Objectives

1. Take integrated measures to prevent and eliminate violence against women
2. Study the causes and consequences of violence against women and the effectiveness of preventive measures
3. Eliminate trafficking in women and assist victims of violence due to prostitution and trafficking

Institutional Mechanism for Advancement of Women

1. Create or strengthen national machineries and other governmental bodies.
2. Integrate gender perspectives in legislation, public policies, programmes and projects.
3. Generate and disseminate gender-disaggregated data and information for planning and evaluation

Women and the Economy

1. Economic rights and independence, including access to employment, appropriate working conditions and control over economic resources.
2. Facilitate women's equal access to resources, employment, markets and trade.
3. Provide business services, training and access to markets, information and technology, particularly to low-income women. Actions to be taken.
4. Strengthen women's economic capacity and commercial networks.
5. Eliminate occupational segregation and all forms of employment discrimination.
6. Promote harmonization of work and family responsibilities for women and men. Actions to be taken

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

E. Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Annex V

PRICE SCHEDULE

The Contractor is asked to prepare the Financial Proposal as a separate PDF file from the rest of the RFP response as indicated in Section D paragraph 14 of the Instruction to Offerors.

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

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

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

A. Cost Breakdown per Deliverables

	Deliverables	Staff involved (indicate profile of the person/s involved in each activity)	Daily Rate	Time Effort in Days	Percentage of Total Price	Price (Lump Sum, All Inclusive)
1	Detailed work plan outlining the timeframe and different products to be developed					
2	Systemic Review Protocol (including two rounds of revision)					
3	Document List					
4	Presentation of preliminary findings (one round of revision)					
5	Draft Report on Objectives 1, 2 and 3 (including three rounds of revision prior to the final report)					
6	Final Report					
7	Summary Report (including two rounds of revision)					
8	Policy Brief					
9	Upload of additional evaluations in the UNW Gender Equality Evaluation Portal					
	Operational Costs:					
	Total				100%	USD

Any agreed travel to be reimbursed per UN Women Travel Policy
Annex VI

Consortium / Joint venture / Association form

RFP/ITB Number: _____

JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM (to be completed
and returned with your technical Proposal or Bid. The Bid/Proposal is submitted as a Joint
Venture/Consortium/Association)

JV / Consortium/ Association Information	
Name	
Names of each partner and contact information (address, telephone numbers, fax numbers, e-mail address)	
Name of leading partner (with authority to bind the JV, Consortium, Association during the Bidding process and, in the event a Contract is awarded, during contract execution)	
Proposed proportion of responsibilities between partners (in %) with indication of the type of the Services/Goods/Works to be performed by each	

Signatures of all partners of the JV:

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

Name of partner: _____
Signature: _____
Date: _____

Name of partner: _____
Signature: _____
Date: _____

Name of partner: _____
Signature: _____
Date: _____

Name of partner: _____
Signature: _____
Date: _____

ANNEX VII

MODEL INSTITUTIONAL SERVICES CONTRACT OR PROFESSIONAL SERVICES CONTRACT

This Contract dated *[date]* is made

BETWEEN

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

and

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

(Both hereinafter separately and jointly referred to as the “Party” or the “Parties”).

WITNESSTH

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

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

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

Article

1

Contract Documents

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

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

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

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

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

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

1.2 The Contract Documents are complementary of one another but,

1.2.1 First, this document;

1.2.2 Second, Annex A;

1.2.3 Third, Annex B;

[1.2.4 *Fourth, Annex C;*]

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

[1.2.6... *other Annexes*]

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

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

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

Article

2

Effective Date and Term

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

2.2 This Contract shall remain in effect for a period of [*Insert time period*] from the Effective Date, unless earlier terminated in accordance with the terms of this Contract.

OR

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

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

(c) Article 3

(d) Representations and Warranties

3.1 The Contractor represents and warrants that:

3.1.1 it is duly organized, validly existing and in good standing;

3.1.2 it has all necessary power and authority to execute and perform this Contract;

3.1.3 the execution and performance of this Contract will not cause it to violate or breach any provision in its charter, certificate of incorporation, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument;

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

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

3.1.6 it is financially solvent and is able to provide the Services to UN Women in accordance with the terms and conditions of the Contract;

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

Article 4

Obligations of the Contractor

OPTION 1 (DELIVERABLES SCHEDULE)

4.1 The Contractor shall perform the services described in the TOR (the “Services”), in accordance with the terms and conditions of this Contract.

4.2 The Contractor shall submit to UN Women the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

[e.g.

Progress report

.././....

.....

.././....

Final report

.././....]

OR

OPTION 2 (TASK ORDERS)

4.1 The Contractor shall provide to UN Women [*detailed description of services (if appropriate, by reference to other contract documents, e.g., the Terms of Reference)*] (the “Services”) in accordance with the terms and conditions of this Contract.

4.2 The Contractor shall perform the Services only upon issuance by UN Women of duly executed Task Orders (as defined below in Article 4A) in accordance with the requirements set forth in this Contract and such Task Order.

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

4.4 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by [*mail, courier and/or fax*] to the address specified in Article 17 (Notices) below.

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

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

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

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

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

4.10 In addition to its obligations under Article 25 (Observance of the Law) of the General Conditions, the Contractor shall be aware of and shall comply with all applicable international standards and local labor laws, ordinances, rules, and regulations pertaining to the employment of local and international staff in connection with the Services in countries where Services will be performed and the country where the Contractor is incorporated, including, without limitation, laws, ordinances, rules and regulations associated with the payment of the employer's portions of income tax, insurance, social security, health insurance, worker's compensation, retirement funds, severance or other similar payments.

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

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

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

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

4.15 In addition to its obligations under Article 20 (Audits and Investigations) of the General Conditions, the Contractor shall promptly notify UN Women of any legitimate suspicion on the part of the Contractor of fraudulent or corrupt activities or other wrongdoing by UN Women personnel, Contractor's personnel (including its agents or subcontractors) or by other third parties through UN Women. Such notification shall be sent to UN Women in accordance with Article 18 (Notices) of this Contract. The Contractor acknowledges and agrees that this Article 4.15 is an essential term of the Contract and that any breach of this provision shall entitle UN Women to terminate the Contract or any other contract with UN Women immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

4.16 The Contractor expressly acknowledges and agrees that Article 25 (Observance of the Law) of the General Conditions includes, but is not limited to, Contractor's obligation to

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

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

4.18 Without limiting and further to Article 6 (Insurance and Liability) of the General Conditions, the foregoing provisions of this Article 4, and Article 8 (Insurance) below, the Contractor shall ensure that all of its Personnel used to perform the Services in connection with this Contract are (i) medically fit to perform such Services, and (ii) adequately covered by insurance for any service-related illness, injury, death or disability. The Contractor shall submit proof of such medical fitness and such insurance satisfactory to the UN before commencing any Services under this Contract.”

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

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

[ARTICLE 4A]

[TASK ORDERS]

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

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

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

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

Article 5

Contract Price

OPTION 1 (FIXED FEE)

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

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

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

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

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

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

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

OR

OPTION 2 (TIME-BASED CONTRACTS)

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

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

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

5.4 The Contractor shall submit itemized invoices for the work done every _____ [*insert period of time or milestones*]. Invoices shall include whatever supporting documentation of the actual costs incurred is required in the Fee Schedule or may be required by [*name and title*], UN Women.

OR

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

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

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

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

Article 6

Submission of Invoices

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

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

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

Article 7

Time and Manner of Payment

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

- (e) Name of Bank:
- (f) Bank Address:
- (g) Bank ID:
- (h) Account No:
- (i) Title/name:
- (j) Currency of Payment:
- (k) Currency of Bank Account:
- (l) Type of Account:

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

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

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

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

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

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

Article 8

Review; Improper Performance

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

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

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

8.2.2 If the Contractor does not promptly take corrective measures or if UN Women reasonably determines that the Contractor is unable to remedy the improper performance

in a timely manner, UN Women may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor. In addition, in the event of UN Women obtains the assistance of other entities or persons, the Contractor shall cooperate with UN Women and such entity or person in the orderly transfer of any Services already completed by the Contractor.

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

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

Article 9

Special Conditions (will be applied to specific contract situations, and adapted accordingly)

Article 9A

Insurance

Types of insurance that might be appropriate are professional liability insurance, financial institution bond, cyber risk insurance, general liability insurance. Also, it should be considered whether insurance requirements should apply to subcontractors.

Article 9B

Advance Payments

9B.1 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UN Women of a bank guarantee (valid for the duration of the contract) or certified check for the full amount of the advance payment issued by a Bank and in a form acceptable to UN Women.

9B.2 The amounts of the payments referred to under Article 5 (Contract Price) above shall be subject to a deduction of _____ [*insert percentage that the advance represents over the total price of the contract*] % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

9B.3 Any interest earned by the Contractor on an advance payment by UN Women shall be specifically accounted for and paid by the Contractor to UN Women, by means of deductions from the Contractor's invoices or by such other means as UN Women may direct.

Article 9C

Security

9C.1 The Contractor shall take reasonable measures to safeguard its Personnel, protect property and safeguard against sabotage, damage, loss and theft of all material, supplies, and equipment,

including, without limitation, UN Women furnished equipment and supplies. As used in this Contract, the term “UN Women furnished equipment and supplies” shall include, but not be limited to, equipment and supplies provided by UN Women to the Contractor and equipment and supplies purchased by the Contractor with funds provided or to be reimbursed by UN Women.

9C.2 The Contractor shall develop a security plan in consultation with UN Women, including detailed procedures to cover evacuation, personnel, equipment, safeguarding of UN-furnished equipment and supplies, unlawful interference, baggage screening for carriage of weapons, explosives, narcotics and contraband, and prevention of sabotage. The Contractor shall submit such security plan to UN Women within [number] days of the Effective Date. UN Women reserves the right to examine procedures, methods and facilities used by the Contractor to provide security. The Contractor shall give due consideration to adjustments to such procedures or facilities as may be recommended by UN Women. Nothing in the foregoing provisions, including inter alia UN Women’s examination of the Contractor’s security plan or its making of recommendations regarding such security plan, shall limit or abrogate the obligations and responsibilities of the Contractor under this Contract to safeguard the safety and security of its Personnel, the Contractor’s equipment and other property, UN Women furnished equipment and supplies and Personnel’s personal effects and other property.

9C.3 UN Women may, when feasible and appropriate in the sole opinion of UN Women:

12.3.1 Inform and, to the extent necessary, update the Contractor of its security regulations, policies and procedures;

12.3.2 Provide the Contractor’s Personnel with the necessary security passes and access to areas necessary for performance of this Contract; and

12.3.3 Include the Contractor’s Personnel in the UN Women security plan on the same terms that are offered to implementing partners of UN agencies, funds and programmes, provided, however, the level of security to be provided to the Contractor shall be consistent with the assessment of local conditions by UN Women, but shall in no event exceed the level of security provided to UN Women staff in the mission area or relevant portion thereof.

9C.5 Neither UN Women nor any of its officials, agents, and employees shall be liable for any loss, damage, injury or death that may be sustained by the Contractor, its Personnel, the Contractor’s equipment or other property or the Personnel’s personal effects or other property during, in connection with or as a result of, UN Women’s or the Contractor’s taking or failure to take any security measures provided for in this Article. Further (i) the Contractor shall make no demand or claim, whether in its own right or on behalf of such Personnel or any other third party, against UN Women, its officials, agents, and employees, in respect of, based on or in any way relating to UN Women’s or the Contractor’s taking or failure to take such security measures; and (ii) without prejudice to and in addition to any other indemnities under this Contract, the Contractor shall indemnify, defend and hold and save harmless UN Women, its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by Personnel or any other third party against UN Women, including, but not limited to, all litigation costs and expenses, attorney’s fees, settlement payments and damages, based on, arising from or relating to UN Women’s or the Contractor’s taking or failure to take any such security measures.

Article 9D

Liquidated Damages

9D.1 The Contractor acknowledges the requirement of UN Women that the Services be performed in accordance with the TOR. In particular, UN Women will suffer both financial loss and inconvenience as a result of late performance. The Contractor therefore acknowledges that time is of the essence in relation to the provision of the Services.

9D.2 In the event of the Contractor's failure to comply with the time periods in the Contract, without prejudice to any other rights or remedies that UN Women may have under this Contract or otherwise, United Nations may, at its sole option, demand liquidated damages for such delay ("Liquidated Damages"). Such Liquidated Damages shall be *[percentage of payable amount, or any other amount representing a reasonable pre-estimate of damages to be suffered by UN Women for the Contractor's delay]*, for each *[period of time]* of delay beyond the date upon which the Services were due to have been completed.

9D.3 The Parties agree that any rights to terminate this Contract shall have no effect on UN Women's right to claim Liquidated Damages pursuant to this Article.

9D.4 UN Women shall have the right to deduct any Liquidated Damages to which it is entitled under the terms of this Contract from any monies due from UN Women to the Contractor, or to recover the same as a debt due from the Contractor.

9D.5 Liquidated Damages shall be payable by virtue of the sole fact of the delay without the need for any previous notice or any legal or arbitral proceedings, or proof of damage, which shall in all cases be considered as ascertained.

Article 9E

Performance Security

9E.1 No later than *[number]* days following the Effective Date of the Contract, the Contractor shall provide to UN Women, at the Contractor's sole cost and expense, performance security in the form of a *[standby letter of credit]/[independent bank guarantee (first demand guarantee)]* in accordance with the form set forth in Annex *[insert Annex number]* hereto, or a similar instrument acceptable to UN Women in its sole discretion, in the amount of *[currency][number in words and figures]* (the "Performance Security"). In the event that the relevant contract amount is materially increased, UN Women shall have the right, at its sole option, to require a corresponding increase in the amount of the Performance Security, which the Contractor shall provide within *[number]* days following such request.

9E.2 The Performance Security shall serve to secure the performance by the Contractor of its obligations in accordance with the terms and conditions of this Contract, and to provide a source of compensation for UN Women for any failure by the Contractor to perform such obligations. If the Contractor fails to deliver the Performance Security to UN Women within the time limit specified herein, UN Women shall, without prejudice to any other rights or remedies, be entitled to withhold payment from any one or more invoices submitted by the Contractor up to the required amount of the Performance Security.

9E.3 The Performance Security shall require the Issuer (as defined in Article 14.6 below) to deliver the money required by UN Women immediately upon *[for standby letter of credit, presentment to the Issuer of a draft]/[for independent bank guarantee (first demand guarantee),*

a first written demand by UN Women] in accordance with the requirements of the Performance Security, without having to prove the liability of the Contractor. The Performance Security shall be enforceable without the need to have recourse to any judicial or arbitral proceedings, without any objection, opposition or recourse by the Issuer and without it being necessary to provide evidence to the Issuer of any shortcoming of or any default by the Contractor.

9E.4 The Performance Security shall remain valid and in force until *[date]*, subject to extension if so provided in this Contract or the Performance Security. The Performance Security shall not be subject to any form of suspension by interim relief, whether by arbitral order or otherwise.

9E.5 In the event the Term of this Contract is extended, the Contractor shall obtain, at its sole cost and expense, an extension of the Performance Security. The Contractor shall obtain such extension within thirty (30) days after the date of such request, or if the Performance Security would expire sooner than thirty (30) days after such date, prior to such expiration. If the Contractor fails or refuses to obtain such extension, UN Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract. In the event that the Performance Security contains a provision for automatic extension, the Contractor shall notify UN Women in writing of each such automatic extension not later than thirty (30) days prior to the date on which the Performance Security would otherwise expire. In the absence of such notice, or if the Contractor notifies UN Women that the Performance Security will not be extended, UN Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.

9E.6 The Performance Security shall be issued by a prime commercial and accredited financial institution acceptable to UN Women in its sole discretion (the “Issuer”). If the Issuer of the Performance Security files for bankruptcy or is declared bankrupt, becomes insolvent or is liquidated or its right to do business is suspended or terminated, the Contractor shall within five (5) days thereafter provide another Performance Security, which shall be issued by an Issuer and in a form acceptable to UN Women. The Contractor shall have an obligation to promptly notify UN Women in writing in the event that any of the foregoing has occurred or is likely to occur. If the Contractor fails or refuses to comply with the foregoing obligations, UN Women shall be entitled, at its option, and without prejudice to any other rights or remedies, to enforce the Performance Security and/or immediately terminate this Contract.

Article 9F

UN Women Equipment and Supplies

9F.1 Title to equipment and supplies purchased by the Contractor with funds provided by UN Women or for which the Contractor is entitled to be reimbursed under the terms of this Contract shall pass to and vest in UN Women upon acceptance by UN Women of such equipment or supplies following UN Women’s receipt of the equipment and supplies and the Contractor’s compliance with UN Women’s inspection procedures. In the event that the Contractor is requested in writing by UN Women to purchase other equipment or supplies on UN Women’s account, such equipment or supplies shall be purchased by the Contractor on a cost reimbursable basis provided that (a) prior to purchasing such equipment or supplies the Contractor notifies UN Women of the cost thereof, and provides to UN Women such other information concerning such equipment or supplies as UN Women may request, and (b) UN Women authorizes the Contractor, in writing, to purchase the equipment or supplies. Title to such equipment or supplies

shall pass to and vest in UN Women following UN Women's receipt of the equipment and supplies and the Contractor's compliance with UN Women's inspection procedures. Authorization by UN Women to the Contractor to purchase such equipment or supplies shall not increase the relevant contract amount set forth in Article 5 hereof.

9F.2 In addition to UN Women's rights under Article 8 (Equipment Furnished by UN Women to the Contractor) of the General Conditions, the Contractor shall be responsible and accountable to UN Women for UN Women furnished equipment and supplies [*as defined in Article 12.1, above.*] OR [*As used in this Contract, the term "UN Women furnished equipment and supplies" shall include, but not be limited to, equipment and supplies provided by UN Women to the Contractor and equipment and supplies purchased by the Contractor with funds provided or to be reimbursed by UN Women.*] The Contractor shall take reasonable measures necessary to preserve such UN Women furnished equipment and supplies from loss or damage until returned to UN Women.

9F.3 UN Women and its authorized agents or representatives shall have access at all reasonable times to the premises in which any UN Women furnished equipment and supplies are located for the purpose of inspecting such equipment or supplies.

9F.4 Within [*number in words and figures*] days of the Effective Date, UN Women shall provide a list of UN Women equipment and supplies which UN Women intends to make available for use by the Contractor in performing this Contract. At such time, the Contractor's duly authorized representative and UN Women's representative or agent shall conduct a joint inspection of such equipment and supplies to determine the quantity, working order and condition of the equipment and supplies. Items missing or not in working order shall be recorded. UN Women may, in its sole discretion, replace missing items or repair items not in working order. The Contractor's duly authorized representative and UN Women's representative or agent shall sign this list, indicating their agreement as to the quantity, working order and condition of the UN Women furnished equipment and supplies, and the list shall thereupon be annexed to this Contract as Annex [*insert number of Annex*] in accordance with Article 19 (Modifications) of the General Conditions. If the Contractor does not participate in the inspection of the UN Women furnished equipment and supplies mentioned above, the Contractor shall accept the listing provided by UN Women. No later than [*number*] days prior to the expiration or termination of this Contract, or when such equipment and supplies are no longer needed by the Contractor, the Contractor and UN Women's representative or agent shall conduct a joint inspection of the UN Women furnished equipment and supplies to determine the quantity, working order and condition of the equipment and supplies. The Contractor shall replace missing items and repair or maintain items not in working order, subject to normal wear and tear, before returning them to UN Women and before the expiration or termination of the Contract.

9F.5 Subsequent issues of equipment or supplies by UN Women to the Contractor shall only be effected to a duly authorized representative of the Contractor who shall acknowledge receipt in writing of such equipment or supplies, recording the quantity, working order and condition of the equipment or supplies in accordance with Article 15.4, above.

9F.6 The Contractor shall promptly report to UN Women any accidents, theft, loss of or damage to equipment or other property of the Contractor or UN Women, or UN Women furnished equipment or supplies, or other incidents of a similar nature. In addition, the Contractor shall cooperate with all investigations into such accidents, theft, loss of or damage to

such equipment, supplies or other property, or other incidents, which may be instituted by UN Women and/or governmental or other authorities.

Article 9G

Amendment of General Conditions

9G.1 Owing to *[insert reasons for amendment]*, Article(s) *[insert articles to be amended]* of the General Conditions in Annex A shall be amended to read/be deleted as follows: *[Insert amended language]*

Article 10

Notices

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

If to the Contractor:

[Please insert address of Contractor]

Attn: *[name/title]*

Fax: *[number]*

Email: *[email]*

If to the UN Women:

[Please insert address of UN Women]

Attn: *[name/title]*

Fax: *[number]*

Email: *[email]*

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

Article 11

Amendment

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

Article 12

Miscellaneous

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

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

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

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

1.

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

2.

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

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

FOR [NAME OF CONTRACTOR]

FOR UN WOMEN

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____