

# Request for Proposal

**Reference No.: RFP-CHN-2015-001**

*Gender Dimensions of Vulnerability to Climate Change in China (Phase I – Research)*

29 April 2015

Dear Sir/Madam,

**Subject:** Request for Proposal (RFP) for *Gender Dimensions of Vulnerability to Climate Change in China (Phase I – research)*

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) plans to procure *a research institution to conduct a study of the gender dimensions of vulnerability to climate change in China* as described in this Request for Proposal and its related annexes. UN Women now invites sealed proposals from qualified proposers for providing the requirements as defined in these documents.
2. In order to prepare a responsive proposal, you must carefully review, and understand the contents of the following documents:
  - i. This letter and Proposal Instruction Sheet (PIS)
  - ii. [Instructions to Proposers \(Annex I\)](http://www.unwomen.org/~media/commoncontent/procurement/rfp-instructions-en.pdf) available from this link <http://www.unwomen.org/~media/commoncontent/procurement/rfp-instructions-en.pdf>
  - iii. [Terms of Reference \(TOR\) \(Annex II\)](#)
  - iv. [Evaluation Methodology and Criteria \(Annex III\)](#)
  - v. [Format of Technical Proposal \(Annex IV\)](#)
  - vi. [Format of Financial Proposal \(Annex V\)](#)
  - vii. [Proposal Submission Form \(Annex VI\)](#)
  - viii. [Voluntary Agreement for Promoting Gender Equality in the Workplace \(Annex VII\)](#)
  - ix. [Proposed Model Form of Contract \(Annex VIII\)](#)
  - x. [General Conditions of Contract \(Annex IX\)](#)
  - xi. [Submission Checklist \(Annex X\)](#)
3. The Proposal Instruction Sheet (PIS) -below- provides the requisite information (with cross reference numbers) which is further detailed in the [Instructions to Proposers \(Annex-I –see above link\)](#).

## Annex I

### PROPOSAL INSTRUCTION SHEET (PIS)

Detailed Instruction governing below listed summary of the “instructions to proposers” are available in the Annex I (“Instruction to Proposers”) accessible from this <http://www.unwomen.org/~media/commoncontent/procurement/rfp-instructions-en.pdf>

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
4.2	<b>Deadline for Submission of Proposals</b>	<p><b>Date and Time : June 11, 2015 11:59 PM</b></p> <p>City and Country: <i>Beijing, China</i></p> <p>This is an absolute deadline, proposal received after this date and time will be disqualified.</p>
4.1	<b>Manner of Submission</b>	<p><input checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail</p> <p><input checked="" type="checkbox"/> Electronic submission of Proposal</p>
4.1	<b>Address for Proposal Submission</b>	<p>Personal Delivery/ Courier mail/ Registered Mail :</p> <p>UN Women China Office UN House 2 Liangmahe Nanllu Beijing 100600, China</p> <p>联合国妇女署中国办公室 北京亮马河南路 2 号联合国大楼 100600</p> <p>Electronic submission of Proposal:</p> <p>Dedicated Secure E-mail address(s):  <b>Technical Proposal:</b> <a href="mailto:unwomen.china@unwomen.org">unwomen.china@unwomen.org</a>  <b>Financial Proposal:</b> <a href="mailto:unwomen.china@unwomen.org">unwomen.china@unwomen.org</a></p> <p><b>NOTE:</b> THE TECHNICAL PROPOSAL AND FINANCIAL PROPOSAL SHOULD BE SENT IN <b>SEPARATE SEALED ENVELOPES (VIA MAIL)</b> OR SENT AS <b>SEPARATE PDF FILES (VIA EMAIL)</b>. PROPOSALS THAT FAIL TO DO SO WILL BE <b>REJECTED</b>.</p>
3.1	<b>Language of the Proposal:</b>	<p><input checked="" type="checkbox"/> English      <input type="checkbox"/> French      <input type="checkbox"/> Spanish</p>

3.4.2	<b>Proposal Currencies</b>	<p>Preferred Currency: <input checked="" type="checkbox"/> USD</p> <p>If no, please indicate Currency: <input type="text"/></p> <p><i>Proposer may submit proposal in any freely convertible currency</i></p>
3.5	<b>Proposal Validity Period</b> commencing after the deadline for submission of proposals (see 4.2 above)	<p>120 days</p> <p>If other, please indicate: <input type="text"/> days.</p>
2.4	<b>Clarifications of solicitation documents</b>	<p>Requests for clarification shall be submitted <input type="text" value="5"/> days before the deadline for submission of proposal.</p>
	<b>Contact address for requesting clarifications on the solicitation documents</b>	<p>Requests for clarification should be addressed to the e-mail address: <u>jing.xu@unwomen.org</u>.</p> <p>Proposers must not communicate with any other personnel of UN Women regarding this RFP.</p> <p><b><u>This Email Address is for clarifications ONLY.</u></b></p> <p><b><u>DO NOT SEND OR COPY YOUR PROPOSAL TO THIS E-MAIL ADDRESS, DOING SO WILL DISQUALIFY YOUR PROPOSAL.</u></b></p>
2.5	<b>Pre-Proposal/Bid Meeting</b>	<p>Date and time:</p> <p>Location:</p> <p><input checked="" type="checkbox"/> Not applicable</p> <p><input type="checkbox"/> Mandatory</p> <p><input type="checkbox"/> Optional</p>
3.9	<b>Proposal Security</b>	<p><input type="checkbox"/> Required</p> <p>Amount: _____ (USD) [If other currency, please indicate:] _____</p> <p>Percentage of the estimate or proposers' price: _____ %</p> <p>Form: See Annex XI</p> <p><input checked="" type="checkbox"/> Not Required</p> <p>No Proposal Security is required for this RFP at this stage; however UN Women reserve the rights to request a Proposal</p>

		Security from Proposers at any stage before the award of contract.
7.4	<b>Performance Security</b>	<input type="checkbox"/> Required  The Performance Security will be equivalent to __% of your total offered price for this assignment. The amount will be determined by your price proposal.  Form: See Annex XII  <input checked="" type="checkbox"/> Not Required  Performance Security is not foreseen to be required by UN Women at this stage; however UN Women reserve the rights to request a Performance Security from the successful proposer at any stage.

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

Yours sincerely,

Julia Broussard

Country Programme Manager

UN Women China Office

## Annex II

### Terms of Reference

**Project Title:** Gender Dimensions of Vulnerability to Climate Change in China (Phase I – research)

**Purpose:** Selection of qualified research institution to conduct research study

**Duration:** 10 months (tentatively 20 June 2015 through 19 April 2016)

**Contract Type:** Institutional contract

#### Background

The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women), grounded in the vision of equality enshrined in the Charter of the United Nations, works for the elimination of discrimination against women and girls; the empowerment of women; and the achievement of equality between women and men as partners and beneficiaries of development, human rights, humanitarian action and peace and security. UN Women provides support to Member States' efforts and priorities in meeting their gender equality goals and for building effective partnerships with civil society and other relevant actors. Placing women's rights at the center of all its efforts, the UN Women leads and coordinates United Nations system efforts to ensure that commitments on gender equality are translated into action throughout the world. It provides strong and coherent leadership in support of Member States' priorities and efforts while building effective partnerships with civil society and other relevant actors.

UN Women recognizes China as a key actor in the effects to reduce the harmful effects of climate change, while also being one of the most vulnerable countries to climate change impacts. In China, the agriculture sector is one of the most vulnerable economic sectors to the impacts of climate change and disasters. China has developed a resource dependent economy that relies heavily on unclean energy resources such as coal and oil. Consequently, China is becoming the world's largest emitter of greenhouse gases and the largest energy consumer as well.<sup>1</sup> Due to its vast geographic coverage and varying climates, China is exposed to multiple forms of disasters. The most common types of disasters are floods, earthquakes, typhoons, famines, droughts, and forestry and grassland fires. Climate change impacts are increasingly being felt in China. For example, in late January 2008, severe winter storms struck southern and central China that caused excessive damage and traffic disruptions for thousands. The high levels of air pollution, together with contamination of water resources, food insecurity, fears over food safety, and loss of arable land are all issues of concern when speaking of climate change in China. Experts suspect that certain populations in China are far more vulnerable to climate change and disaster impacts than others, and rural women dependent on agriculture livelihoods assumed to be one of the most vulnerable populations. However, there is insufficient evidence to show that women's views, priorities, and skills are being included in decision-making processes that shape the climate change (CC) and disaster risk reduction and

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<sup>1</sup> <http://www.eia.gov/countries/country-data.cfm?fips=ch>

recovery (DRRR) agenda. As home to one fifth of the world's women, China needs to address gender equality in the context of its climate change and disaster risk reduction (DRR) efforts.

The Intergovernmental Panel on Climate Change (IPCC) on its latest Assessment Report (2014) defines "vulnerability" as: "The propensity or predisposition to be adversely affected. Vulnerability encompasses a variety of concepts and elements including sensitivity or susceptibility to harm and lack of capacity to cope and adapt." (p.5)<sup>2</sup> The Hyogo Framework for Action 2005-2015, describes "vulnerability" as "a set of conditions determined by physical, social, economic and environmental factors or processes which increase the susceptibility of a community to the impacts of hazard."

In this context, "hazard" is defined as "The potential occurrence of a natural or human-induced physical event or trend or physical impact that may cause loss of life, injury, or other health impacts, as well as damage and loss to property, infrastructure, livelihoods, service provision, ecosystems, and environmental resources...the term hazard usually refers to climate-related physical events or trends or their physical impacts."<sup>3</sup>

Finally, "impacts" are: "Effects on natural and human systems.... the term impacts is used primarily to refer to the effects on natural and human systems of extreme weather and climate events and of climate changes. Impacts generally refer to effects on lives, livelihoods, health, ecosystems, economies, societies, cultures, services, and infrastructure due to the interaction of climate changes or hazardous climate events occurring within a specific time period and the vulnerability of an exposed society or system."<sup>4</sup> The impacts of climate-related slow-onset and sudden disasters on persons and social groups can be divided into direct and indirect impacts. Much of the existing policy literature now suggest that these impacts are gendered and that women will be more adversely affected by climate change.<sup>5</sup> The literature identifies the following problems:<sup>6</sup>

A. Direct impacts: Lives and livelihoods destroyed

- Mortality and injury
- Loss of family-members
- Loss homestead: damage to housing and its utensils, assets, facilities
- Loss livelihood: of productive (agricultural) land, harvests, animals, industries
- Environmental changes: in landscapes, stability, biodiversity (ecological services)
- Loss of infrastructure and mobility

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<sup>2</sup> IPCC, 2014: Summary for policymakers. In: Climate Change 2014: Impacts, Adaptation, and Vulnerability. Part A: Global and Sectoral Aspects. Contribution of Working Group II to the Fifth Assessment Report of the Intergovernmental Panel on Climate Change [Field, C.B., V.R. Barros, D.J. Dokken, K.J. Mach, M.D. Mastrandrea, T.E. Bilir, M. Chatterjee, K.L. Ebi, Y.O. Estrada, R.C. Genova, B. Girma, E.S. Kissel, A.N. Levy, S. MacCracken, P.R. Mastrandrea, and L.L.White (eds.)]. Cambridge University Press, Cambridge, United Kingdom and New York, NY, USA, pp. 1-32

<sup>3</sup> Ibid.

<sup>4</sup> Ibid.

<sup>5</sup> MacGregor, S., 2010. A Strange Silence Still: The Need for Feminist Social Research on Climate Change. Sociological Review, 57, issue supplement S2, Special Issue: Sociological Review Monograph Series: Nature, Society and Environmental Crisis, Carter B. and N. Charles (eds.), pp. 124-140.

<sup>6</sup> Bradham and Fordham, 2013; Dankelman, Irene (ed), 2010. Gender and Climate Change: an Introduction. Earthscan, London.

B. Secondary impacts include:

- Deterioration of health
- Deterioration of reproductive and sexual health
- Poverty and insecure employment
- Increasing work burdens
- Food, water, energy insecurity
- Shelter insecurity, incl. safety, privacy, sanitation
- Violence (VAWG)
- Psychosocial impacts
- Hampered education
- Migration
- Early and forced marriage
- Changes in social networks and family support
- Change in self-perception

Past studies have shown that gendered vulnerability often is the outcome of a wide range of determinants, such as:<sup>78</sup>

- Access to, control over (ownership of) resources, assets
- Access to information (incl. early warning)
- Decision-making power
- Socio-economic situation
- Health situation
- Context
- Cultural norms: confined to the house, needs permission husband
- Socialized roles
- Risk perception
- Education and training
- Discriminatory practices: e.g. violence against women, discrimination against girls
- Life-cycle factors (e.g. pregnancy, breastfeeding)
- Physical health (e.g. many women undernourished)

It is important to note that, although women are more vulnerable to climate change and disasters, they are also agents capable of making real positive changes. They are actors, knowledge carriers, have capabilities, and cooperate to cope with and adapt to climatic changes and disasters. UNISDR writes: “While it is acknowledged that social and economic inequalities, existing institutional arrangements, as well as the social and cultural norms make certain social groups more vulnerable to disasters than others, it is clearly observed that even the most vulnerable members of society have capacities, skills, and knowledge valuable for risk reduction.... To this effect, the common reference to women as helpless victims in disasters is strongly challenged. Recognizing and

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<sup>7</sup> Enarson, E., 2000. Gender and Natural Disasters. IPCRR Working Paper No. 1, International Labour Organization.

<sup>8</sup> Oxfam, 2012. Promoting Gender Equality in Disaster Risk Reduction: Oxfam Experiences in Southeast Asia. Oxfam GB, Oxford.



mobilizing skills and capacities of women as a social force and channeling them to enhance safety of their own families and communities have proved effective strategies in DRR.”<sup>9</sup>

Women play crucial roles in climate change adaptation and mitigation. Adaptation (in human system), is the process of adjustment to actual or expected climate and its effects, in order to moderate harm or exploit to actual climate and its effects<sup>10</sup>. According to Ahmed and Fajber (2009, p.35), understanding of adaptation moves beyond conventional notions of “coping”. Rather, “the capacity of social actors to shift livelihood strategies under stress, and to develop supporting systems that are resilient and flexible to absorb and respond to impacts of climate change.”<sup>11</sup>

Resiliency forms the opposite of vulnerability: the more resilient a person, community or system is, the less vulnerable. Limited resiliency often goes hand in hand with extended vulnerability. Women (and children) face a more extensive vulnerability to the impacts of climate change and disasters, this could imply that their resiliency is more limited. However, this is not because they are females, but circumstances and conditions enlarge their vulnerabilities.

### **The Situation in China**

In China, 60 to 90 percent of agricultural production is handled by women who own only 2.5 percent of rural land and who constitute only 2 percent of elected village mayors.<sup>12</sup> Rural women are poorly represented in decision-making structure in disaster preparedness planning, management and recovery, as well as climate change adaptation initiatives, not to mention agricultural development initiatives. The Chinese government policies and measures addressing climate change impacts and disaster risk reduction generally focus on technical solutions such as reducing energy intensity, forest conservation, water resource management and mangrove construction rather than protecting vulnerable groups. There is a lack of gender perspectives in climate change and DRR policy development, response, and programming. Although China’s National Program for Women’s Development (2011-2020) speaks of enhancing women’s capacities to prevent and deal with disaster risk, and meet their special needs in disaster reduction, this is mainly the concern of organizations that already specialize in gender<sup>13</sup>, such as the work of the All-China Women’s Federation (ACWF). The government’s main policies, including the National Climate Change Program, the National Adaptation Strategy, and 12<sup>th</sup> Five-Year Plan, are largely gender-blind.

<sup>9</sup> UNISDR, 2013. HFA Asia Pacific Synthesis Report: consultation on the post-2015 Framework for Disaster Risk Reduction (HFA2).

<sup>10</sup> IPCC, 2012: Glossary of terms. In: Managing the Risks of Extreme Events and Disasters to Advance Climate Change Adaptation [Field, C.B., V. Barros, T.F. Stockers, D. Qin, D.J. Dokken, K.L. Ebi, M.D. Mastrandrea, K.J. Mach, G.K. Plattner, S.K. Allen, M. Tignor, and P.M. Midgley (eds.)]. A Special Report of Working Groups I and II of the Intergovernmental Panel on Climate Change (IPCC). Cambridge University Press, Cambridge, UK, and New York, NY, USA, pp. 555-564. P. 556.

<sup>11</sup> ISET (Institute of Social and Environmental Transition), 2008, From Research to Capacity, Policy and Action: Enhancing Adaptation to Climate Change for Poor Populations in Asia through Research, Capacity Building and Innovation. DFID and IDRC, London/Ottawa.

<sup>12</sup> <http://lt.china-embassy.org/eng/zt/zfbps/t125236.htm>

<sup>13</sup> <http://www.china.org.cn/english/features/cw/140979.htm#9>

In China, there is also an absence of both gender-sensitive and sex-disaggregated data in terms of the impact of climate change and disasters. Without this data, advocating for greater government attention to the gender vulnerabilities of climate change becomes a difficult task, as is designing interventions to remedy the situation on the ground. Therefore, a need exists for a gender analysis on vulnerabilities and capacities to deal with climate change, taking into consideration how gender intersects with age, poverty, minority status, disability status, and rural status, in order to advocate for better and more equitable policies and interventions to reduce people's vulnerabilities to climate change and disasters in China.

UN Women believes that climate change, environmental issues, gender equality and sustainable development are highly interrelated. It is therefore essential that CC and DRRR policies and measures are designed in a way that ensure that women become full and equal partners as well as beneficiaries. UN Women China proposes to undertake a research study examining how Chinese people's vulnerabilities to climate change and disaster impacts are gendered, and how gendered vulnerabilities intersect with other vulnerabilities, such as those caused by age, disabilities, poverty, and minority status, with special attention to populations dependent on agricultural livelihoods. This research will also explore how Chinese people, especially Chinese women, combine the strengths, attributes, and resources available to them, their communities, and their organizations to prepare for and undertake actions to reduce adverse impacts, moderate harm, and exploit beneficial opportunities. Gender analyses are essential, as they give us an understanding of how the socially defined roles of women and men determine different vulnerabilities and capacities to deal with climate change, and they are imperative to provide a better informed, and more equitable, efficient and sustainable climate and DRR responses<sup>14</sup>. This research study will be an important advocacy vehicle for shaping policies and initiating gender sensitive interventions in China to address gender dimensions to climate change and DRR work, and has the potential to influence regional work in this area as well.

### **Consultancy**

UN Women China seeks the services of a qualified research institution to conduct a comprehensive research study to answer these research questions:

1. Do national and provincial climate change and disaster risk reduction policies and programmes and adaptation strategies address gender-based vulnerabilities and capacities? If not, what are their gaps?
2. What is the gender composition of key climate change and disaster risk reduction decision-makers in China? And what are their attitudes toward addressing gender in their work?
3. In what ways are Chinese peoples' vulnerabilities to and capabilities for climate change and disaster impacts gendered and how do these gendered vulnerabilities and capacities intersect with other vulnerabilities (age, poverty, disability, etc.)?
4. Who are civil society and grassroots organizations working in the area of gender and climate

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<sup>14</sup> ECOSOC, Agreed Conclusions, 1997/2; Momsen, J.H., 2004. Gender and Development. Routledge, London; Moser, C., 1993. Gender Planning and Development: Theory, Practice and Training. Routledge, London; Sen, A., 1999. Development as Freedom. Oxford University Press, Oxford; UNISDR Terminologies (2009) see <http://www.unisdr.org/we/inform/terminology>.

change/environment/natural disaster impacts, what are they doing, and what are their roles in relation to policy-making?

The purpose of this study is to provide the necessary data to advocate for the revision/formulation and implementation of climate change and disaster risk reduction policies at national and provincial level to reduce gendered and other vulnerabilities to climate change and disasters in China. The study's findings will also be used to help design follow-up, second-phase interventions to support local communities to strengthen their capabilities, develop sustainable livelihoods, and acquire the knowledge to design and implement activities that best meet their needs to overcome gendered vulnerabilities and promote sustainable livelihoods, especially in rural areas.

The specific components of this study would be:

- 1) Desk review and analysis of gender gaps in China's current climate change adaptation and DRR regulatory frameworks, policies, and programme formulation, implementation and monitoring as well as financial investment and expenditure at the national and sub-national levels on renewable energy sources.
- 2) Collection and analysis of data on Chinese people's gendered vulnerabilities to and capacities in coping with the impacts of climate change and disasters in China, with a particular focus on agricultural livelihoods and women's access to climate change and DRR decision-making, as well as on the participation of women in the promotion of renewable energy efforts as the main users (and sometimes producers) of household energy.
- 3) Mapping of key government institutions and analysis of the gender-perspectives and gender of officials responsible for the development of, data-collection for and implementation of climate change adaptation and disaster policies and programmes, and who are responsible for climate change- and DRR-related negotiations at the international level.
- 4) Assessment of the role and activities of non-governmental and grassroots organizations working in these thematic areas and how they are linked to national and sub-national CC and DRR policy development and implementation.
- 5) Recommendations on how UN Women, as well as national and sub-national CC and DRR stakeholders, can use the research findings to effectively support gender-responsive CC and DRR policy making and programming in China.

### **Management Arrangements**

The duration of this research study is 10 months. UN Women will establish an advisory committee of technical experts to help guide the study. Advisory committee members will meet at least twice during the study's duration to provide technical support to monitor progress and to provide guidance and oversight.

UN Women will have the responsibility of coordinating and managing all aspects related to the project. UN Women will oversee the research institution, including approving its research plan, monitoring the research process, and approving its deliverables.

### **Core Tasks:**

1. Develop an inception report, including a detailed work plan, for the consultancy.
2. Develop appropriate techniques and methods to collect all data.
3. Conduct a literature review of:
  - China's current climate change adaptations and DRR regulatory frameworks, policies and programmes.
  - The formulation, implementation, and monitoring of China's current climate change adaptation and DRR regulatory frameworks.
  - Identify gender gaps in current policies and programmes. Analyze gender gaps in China's financial investment and expenditure at the national and sub-national levels on renewable energy sources.
  - Analysis of women's participation in CC and DRR policy formulation and action as the main users of household energy.
  - Analysis of the roles and capacities of national women's machineries and other relevant ministries with mandates to support gender mainstreaming, and CSOs to support the integration of gender equality in national and local CC and DRR dialogue, policy formation and action.
4. Conduct interviews of key officials in relevant government entities. Conduct mapping of key government institutions and analysis of the gender-perspectives and gender of officials responsible for the development of, data-collection for and implementation of climate change adaptation and disaster policies and programmes. Analyze the different roles played by men and women in terms of their access to CC and DRR decision-making processes as well as their control over key resources. Identify key stakeholders for CC and DRR related negotiations at the international level.
5. Meeting with key stakeholders in non-governmental and grassroots organizations, such as UN Agencies, and other NGOS that working in CC and DRR areas. Interview and analyze their roles and participation in national and sub-national CC and DRR policy development and implementation.
6. Based on the gender gaps identified in 3 and 4, prepare an initial report on the gaps in the policy, institutional and resource frameworks to support promotion of gender equality and women's empowerment in CC and DRR; as well as the views of stakeholders regarding the type of policy or implementation that would be effective in closing these gaps.
7. Data collection: administer questionnaire surveys among local populations in the research pilot sites.
  - At least three and possibly more pilot sites (depending on available budget), including a typhoon-prone site in Southeast China, a drought-prone site in western China, and other sites, to be determined in consultation with UN Women.
  - Data collection should cover much needed information on the nature of local people's gendered and other vulnerabilities to the negative impacts of CC and disaster induced by CC, and inform the design of future interventions. It should also provide the baseline data for the pilot sites of the second phase.
  - The questionnaire should have particular foci on agricultural livelihoods and women's access to climate change, environmental and DRR decision-making, as well as their role as household energy producers and users.
  - The sampling procedure of the pilot sites should allow for the generalization of the study's results in these pilot sites, while not necessarily in the entire country.
8. Hold de-briefing meeting with UN Women after data collection. Sharing of draft report with UN Women.
9. Submit an overall research report with key policy recommendations on:
  - How gender equality and women's empowerment can be strengthened through disaster risk reduction and climate change adaptation and mitigation in China;
  - How to mainstream gender and women's participation in CC and DRR legislation and policy drafting, institutional structure, coordination and planning between sectors and involvement

- of civil society and communities;
  - How UN women can effectively support national government, NGOs and in building the resilience of women and girls to climate change and disaster impacts.
10. Present research report at the final dissemination/advocacy event.

### **Time Frame and Location**

The overall duration of the research covered by this TOR is a period of 10 months from 20 June 2015 to 19 April 2016 (tentative).

Location: various pilot sites in China, to be proposed by applicants and determined in consultation with UN Women

### **Deliverables:**

**All deliverables, including PPTs for presentations, must be submitted in both English and Chinese. UN Women will not be responsible for translating these documents. Periodic payments from UN Women to the selected institution will be tied to the timely submission and satisfactory acceptance of the deliverables.**

Deliverable	Description	Due Dates (tentative)
Inception report with detailed work plan	○ Inception Report outlining workplan, including travel, timelines, proposed pilot sites, proposed interviewees, schedules, budget, and research methods, submitted to UN Women for review	6 July 2015
Field survey questionnaires and interview instruments	○ Draft survey questionnaire and interview instruments submitted to UN Women for review before field research conducted	20 July 2015
Sub-report of desk review, mapping, and government and NGO interviews	○ Summary report of results from literature review, mapping, and interviews with key government and non-government figures. Report submitted for discussion and review by UN Women and advisory committee	20 October 2015
Briefing after field data-collection	○ Summary report on initial findings from data collection in pilot sites submitted for review and presented for discussion with UN Women and advisory committee	10 December 2015
Draft comprehensive research report	○ Initial draft report, consolidating all research findings and including draft policy recommendations, submitted for review by UN Women and advisory committee	31 January 2016
Final comprehensive research report	○ Based on feedback from UN Women and advisory committee, final revised and polished version of the report (both Chinese and English) submitted for final approval	10 April 2016
Dissemination and Advocacy Event	○ Presentation of study's main findings and recommendations at dissemination and advocacy event, to which key governmental officials are invited	19 April 2016

## **Qualifications Required**

The selected research institution should have the following qualifications:

- Prior experience working with relevant government departments, and have an ability to involve key stakeholders in the study.
- A sound understanding of the Chinese political context and of China's work in the sphere of environment, climate change and DRR.
- Demonstrated gender analysis expertise,
- Proven capability to partner with UN agencies.

In addition to a separate financial proposal detailing the budget it requires to conduct the study (please refer to the RFP guidelines), the research institution shall include in its offer a narrative, technical proposal describing its relevant experience conducting similar studies, the basic research methods it intends to use, its team composition, including updated CVs of team members. There will be no replacement of experts / team members without explicit consent from UN Women. The research institution team members should be able to work in English, in addition to Chinese. The following profiles will be required:

### **a. Team Leader**

- At least 10 years of experience in climate change, environmental, and/or disaster risk reduction, gender issues, or other related areas. A PhD degree in relevant discipline is required.
- Experience managing projects related to climate change, environment, or disaster risk reduction and gender issues.
- Solid experience of Chinese specific climate change and political context. Advanced knowledge of China's work in the sphere of CC and DRR and/or environmental protection.
- Demonstrated experience of sampling and survey research.
- Solid and China-specific experience with women's empowerment issues and familiarity with international norms and standards on gender equality in the national context.
- Strong communication and writing skills in English, as well as in Chinese.
- Excellent communication, interpersonal and liaison skills with government, inter-governmental, civil society, academic, UN system and international and national development partners.
- Work experience with UN agencies or other international development agencies is an advantage.

### **b. Team member(s)**

- At least 2 years of experience in CC, DRR, environment or gender issues. Minimum of Master level degree in relevant disciplines. Demonstrated knowledge of gender equality, women's rights, CC and DRR.
- Solid analytical and research skills. Excellent experience with survey research and data analysis including proven capacity to undertake research at national and local level.
- Demonstrated capacity to write clear and well-constructed reports within specified time constraints.
- Strong communication and writing skills in English, as well as in Chinese.

Excellent communication, interpersonal and liaison skills with government, inter-governmental, civil society, academic, UN system and international and national development partners.

## **Communication and reporting obligation**

The selected institution will report frequently to the UN Women Programme Analyst responsible for monitoring this project, and who is under the supervision of the Country Programme Manager

of the UN Women China office. Aside from the deliverables, the selected institution must maintain regular phone and email contact with the Programme Analyst regarding the implementation of the research project and must report and seek prior approval for any changes in its design.

## Annex III

### Evaluation Methodology and Criteria

**Cumulative Analysis Methodology:** A proposal selected on the basis of cumulative analysis where total score is obtained upon a combination of the weighted technical and financial attributes.

A two-stage procedure will be utilized in evaluating the proposals; the technical proposal will be evaluated with a minimum pass requirement of 70% of the obtainable 1000 points assigned for technical proposal. A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of 70% of the obtainable score of 1000 points prior to any price proposal being opened and compared. The financial proposal will be opened only for those entities whose technical proposal achieved the minimum technical threshold of 70% of the obtainable score of 1000 points and are determined to be compliant. Non-compliant proposals will not be eligible for further consideration.

The total number of points which a firm/institution may obtain for its proposal is as follows:

Technical proposal: [1000 points]

Financial proposal: [300 points]

Total number of points: [1300 points]

Evaluation of financial proposal:

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

A formula is as follows:

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

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

μ = price of the lowest priced proposal

z = price of the proposal being evaluated

The contract shall be awarded to the proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal.

Evaluation of technical proposal:

The technical proposal is evaluated and examined to determine its responsiveness and compliancy with the requirements specified in this solicitation documents. The quality of each technical proposal will be evaluated in accordance with the following technical evaluation criteria and the associated weighting (total possible value of 1000 points):

Expertise and Capability of Proposer	Points obtainable
Expertise of organization submitting proposal	



1.1	Organizational Architecture	50
1.2	Adverse judgments or awards	30
1.3	General Organizational Capability which is likely to affect performance (i.e. size of the organization, strength of management support)	50
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect delivery, but properly done it offers a chance to access specialized skills.)	20
1.5	Quality assurance procedures, warranty	30
1.6	Relevance of: <ul style="list-style-type: none"> <li>- Specialized Knowledge</li> <li>- Experience on Similar Programme / Projects</li> <li>- Experience on Projects in the Region</li> <li>- Prior experience working with relevant government departments, and have an ability to involve key stakeholders in the study</li> <li>- A sound understanding of the Chinese political context and of China's work in the sphere of environment, climate change and DRR</li> <li>- Demonstrate gender analysis expertise,</li> <li>- Capability to partner with UN agencies</li> </ul> Work for other UN agencies/ major multilateral/ or bilateral programmes	120
<b>Total Part 1</b>		<b>300</b>
<b>Proposed Work Plan and Approach</b>		<b>Points obtainable</b>
Proposed methodology		
2.1	Analysis Approach, Methodology- including Proposer's understanding of UN Women's work, adherence to procurement principles and TOR.	250
2.2	Management Services – Timeline and deliverables.	200
2.3	Environmental Considerations :  Methodology for how the organization/institution will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.	50
<b>Total Part 2</b>		<b>500</b>
<b>Resource Plan, Key Personnel</b>		<b>Points obtainable</b>
Qualification and competencies of proposed personnel		
3.1	Composition of the team proposed to provide, and the work tasks (including supervisory)  Curriculum vitae of the proposal team that will be involved either full or part time	200
<b>Total Part 3</b>		<b>200</b>
<b>70% of 1000 pts = 700 pts needed to pass technical</b>		<b>1000</b>

A proposal will be rejected at this stage if it fails to achieve the minimum technical threshold of 70% of the obtainable score of 1000 points for the technical proposal.

## Annex IV

### Format of Technical Proposal

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

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

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

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

#### Section A: Expertise and Capability of Proposer

##### 1.1 Organizational Architecture

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

##### 1.2 Adverse judgments or awards

- Include reference to any adverse judgment or award.

##### 1.3 General Organizational Capability

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

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

#### 1.4 Subcontracting

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

#### 1.5 Quality assurance procedures, risk and mitigation measures

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

#### 1.6 Relevance of Specialized Knowledge and Experience on Similar Projects

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

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

### **Section B: Proposed Work Plan and Approach**

#### 2.1 Analysis approach, methodology

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

d) The best interests of UN Women
<u>2.2 Management - timeline, deliverables and reporting</u> <ul style="list-style-type: none"> <li>Provide a detailed description of how the management for the requested goods/services/works will be implemented in regard to the TOR</li> </ul>
<u>2.3 Environment-related approach to the service/work required</u> <ul style="list-style-type: none"> <li>Please provide a detailed description of the methodology for how the organization/institution will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment.</li> </ul>
<b>Section C: Resource Plan, Key Personnel</b>
<u>3.1 Composition of the team proposed to perform TOR, and the work tasks (including supervisory)</u>  Describe the availability of resources in terms of personnel and facilities required for the TOR. Describe the structure of the proposed team/personnel, and the work tasks (including supervisory) which would be assigned to each. An organigram illustrating the office location (city and country), reporting lines, together with a description of such organization of the team structure, should be submitted.
<u>3.2 Gender profile</u> <ul style="list-style-type: none"> <li>Proposer is strongly encouraged to include information regarding the percentage of women employed in Proposer's organization, women in leadership positions, and percentage of women shareholders. This will <i>not</i> be a factor in the evaluation criteria; UN Women is collecting this data for statistical purposes in support of UN Women's core mandate.</li> <li>Proposers are also requested to sign the Voluntary Agreement for Promoting Gender Equality in the Workplace.</li> </ul>
Provide Curriculum vitae of the proposed personnel that will be involved either full time or part time.  Highlight the relevant academic qualifications, specialized trainings and pertinent work experience.  <b>Substitution</b> of key personnel shall only be permitted in accordance with section 2.4 of the General Conditions of Contract.  Please use the format below, with each CV no more than THREE pages in length.

**Sample CV template:**

Name:	
Position for this Assignment:	
Nationality:	
Language Skills:	
Educational and other Qualifications	

Employment Record: [Insert details of as many other appropriate records as necessary]

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

Relevant Experience (From most recent; Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under the TOR) [Insert details of as many other appropriate assignments as necessary]

Period: From - To	Name of project/organization:	Job Title, main project features, and Activities undertaken

References (minimum 3)	(Name/Title/Organization/Contact Information – Phone; Email)
------------------------	--

## Annex V

### Format of Financial Proposal

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

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

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

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

1. A summary of the price in words and figures

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

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

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

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

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

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

f. Summary of total cost for the services proposed.

ii. **Schedule of payments:** Proposed schedule of payment might be expressed by the Proposer, and payment will be made by UN Women in the currency of the proposal.

The payment schedule must be linked to the delivery of the outputs specified in your technical component.

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

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

#### A. Cost Breakdown per Deliverables

	Deliverables	Percentage of Total Price	Price (Lump Sum, All Inclusive)	Delivery time/time period (if applicable)
1	Deliverable 1			
2	Deliverable 2...			
	Total	100%	USD .....	

#### B. Cost Breakdown by Resources

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UN Women shall use the cost breakdown in order to assess value for money as well as the calculation of price in the event that both parties agreed to add new deliverables to the scope of Services.

Description	Quantity	Number of Unit	Unit Cost (USD)	Total Cost (USD)
Team Leader	1 person	Day/week/month		
Team Member	XX person	Day/week/month		
Operational cost Please detail the following: 1. Estimated return tickets for travel (if any) 2. Accommodation and other expenses away from home (if any) 3. Local transportation 4. Any relevant overhead costs (report preparation, communication, stationary, etc.)	1 lump sum 1 lump sum 1lump sum			

	1 lump sum			
Technical assistance and capability building (training, working group meeting, workshop)	1 lump sum			
Publication (seminar/launching of the report, printing, etc.)				
TOTAL				

*Note: This spreadsheet should be accompanied by a short narrative summary that explains the figures supplied and that adds any relevant information that has been used to make the calculations.*

### Signature of Financial Proposal

The Financial Proposal should be authorized and signed as follows:

"Duly authorized to sign the Proposal for and on behalf of

---

(Name of Organization)

---

Signature/Stamp of Entity/Date

Name of representative:

Address:

Telephone/Fax/Email:



## Annex VI

### **Proposal Submission Form**

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

To:

Date:

UN Women China Office  
UN House 2 Liangmahe Nanlu  
Beijing 100600, China

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bid Solicitation Documents;
- (b) We offer to supply in conformity with the Bid Solicitation Documents the following ***Gender Dimensions of Vulnerability to Climate Change in China (Phase I – Research)*** and undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.
- (c) We offer to supply for the sum as may be ascertained in accordance with the Financial Proposal submitted in accordance with the instructions under the Proposal Instruction Sheet;
- (d) Our proposal shall be valid for a period of **120** days from the date fixed for opening of Proposals in the Request for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (e) If our proposal is accepted, we commit to obtain a performance security with the instructions under the Proposal Instruction Sheet;
- (f) We, including any subcontractors or suppliers for any part of the contract, have nationality from countries \_\_\_\_\_ *[insert the nationality of the Proposer, including that of all parties that comprise the Proposer]*
- (g) We have no conflict of interest in accordance with Clause 1.2 (*Eligible Proposers*) of the RFP Instructions to Proposers;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UN Women, in accordance with Clause 1.2 (*Eligible Proposers*) of the RFP Instructions to Proposers;
- (i) We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive.

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

In the capacity of \_\_\_\_\_ *[insert legal capacity of person signing the Proposal Submission Form]*

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

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

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

## Annex VII

### **Voluntary Agreement**

#### **Voluntary Agreement for Promoting Gender Equality in the Workplace**

**Between**

**(Name of the Contractor)**

**And**

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

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

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

On behalf of the Contractor:

**Name, Title, Address, Signature**

**Date:**

## Annex VIII

### **Proposed Model Form of Contract**

This Contract dated [date] is made

BETWEEN

The UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN, a composite entity of the United Nations established by the United Nations General Assembly by its resolution 64/289 of 2 July 2010, with its Headquarters at 220 East 42<sup>nd</sup> 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”)

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;

1.3 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 *10 months* from the Effective Date, unless earlier terminated in accordance with the terms of this Contract.

## **Article 3**

### **Representations and Warranties**

3.1 The Contractor represents and warrants that:

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

#### **Article 4**

##### **Obligations of the Contractor**

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

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

	<u>mm/dd/yyyy</u>
<i>Inception report with detailed work plan</i>	07/06/2015
<i>Field survey questionnaires and interview instruments</i>	07/20/2015
<i>Sub-report of desk review, mapping, and government and NGO interviews</i>	10/20/2015
<i>Briefing after field data-collection</i>	12/10/2015
<i>Draft comprehensive research report</i>	1/31/2016
<i>Final comprehensive research report</i>	04/10/2016
<i>Dissemination and Advocacy Event</i>	04/19/2016

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 or email 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."

## **Article 5**

### **Contract Price**

5.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UN WOMEN shall pay the Contractor a 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>
<i>Inception report with detailed work plan</i>	<i>10% payment</i>	<i>06/20/2015</i>
<i>Field survey questionnaires and interview instruments</i>	<i>10% payment</i>	<i>07/20/2015</i>
<i>Sub-report of desk review, mapping, and government and NGO interviews</i>	<i>10% payment</i>	<i>10/20/2015</i>
<i>Briefing after field data-collection</i>	<i>30% payment</i>	<i>12/10/2015</i>
<i>Draft comprehensive research report</i>	<i>10% payment</i>	<i>1/31/2015</i>
<i>Final comprehensive research report</i>	<i>20% payment</i>	<i>04/10/2016</i>
<i>Dissemination and Advocacy Event</i>	<i>10% payment</i>	<i>04/19/2016</i>

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.

## **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:

*Jing XU  
UN Women China Office  
UN House 2 Liangmahe Nanlu  
Beijing 100600, China  
Tel: +86 10 8352 0934  
Fax: +86 10 8532 0903  
Email: jing.xu@unwomen.org*

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

## **Article 7**

### **Time and Manner of Payment**

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

Name of Bank:

Bank Address:

Bank ID:

Account No:

Title/name:

Currency of Payment:

Currency of Bank Account:

Type of Account:

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

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

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

7.5 If UN Women disputes any invoice or a portion thereof, UN Women shall notify the Contractor accordingly, including a brief explanation of why UN Women disputes the invoice or portion thereof. With respect to disputes regarding only a portion of the invoice, UN Women shall pay the Contractor the amount of the undisputed portion in accordance with Article 7.1 above. UN Women and the Contractor shall consult in good faith to promptly resolve outstanding issues with respect to any disputed invoice. Once a dispute regarding an

invoice or a portion thereof has been resolved, UN Women shall pay the Contractor the relevant amount within thirty (30) days after the final resolution of such dispute.

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

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

## **Article 8**

### **Review; Improper Performance**

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

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

8.2.1 If UN Women determines that the improper performance can be remedied by way of re-performance or other corrective measures by the Contractor, UN Women may request the Contractor in writing to take, and the Contractor shall take, at no cost or expense to UN Women, the measures necessary to re-perform or take other appropriate actions to remedy the improperly performed Services within 60 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**

## **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 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:

UN Women China Office

UN House 2 Liangmahe Nanlu

Beijing 100600, China

Attn: Julia Broussard, Country Programme Manager

Fax: + 86 10 8532 0903

Email: [julia.broussard@unwomen.org](mailto:julia.broussard@unwomen.org)

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.

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

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: \_\_\_\_\_

## Annex IX

### **General Conditions of Contract**

The GCs can be accessed by Proposer from UN Women website by clicking on the below link.

<http://www.unwomen.org/~media/Headquarters/Attachments/Sections/About%20Us/Procurement/UNwomen-GeneralConditionsOfContract-Services-en.pdf>



## Annex X

### Submission Checklist

For submissions by courier mail/hand delivery:

- Outer envelope containing the following:
  - [Proposal submission form](#) \_\_\_\_\_ ☐
  - [Inner envelope containing technical proposal](#) \_\_\_\_\_ ☐
  - [Voluntary Agreement for Promoting Gender Equality in the Workplace](#) \_\_\_\_\_ ☐
  - [Second inner envelope containing Financial Proposal](#) \_\_\_\_\_ ☐

For email submissions:

- Technical Proposal PDF sent to E-mail address specified in Invitation Letter, includes:
  - [Technical Proposal](#) \_\_\_\_\_ ☐
  - [Proposal submission form](#) \_\_\_\_\_ ☐
  - [Voluntary Agreement for Promoting Gender Equality in the Workplace](#) \_\_\_\_\_ ☐
- [Financial Proposal](#) PDF sent to E-mail address specified in Invitation Letter \_\_\_\_\_ ☐

[Model Form of contract has been read and understood](#) \_\_\_\_\_ ☐

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