

United Nations Development Programme



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REQUEST FOR PROPOSAL

Gender Justice Advisory Service

RFP No.: UNDP/TLS/RFP/2021/0000009018

Project: EU-UN Spotlight Initiative

Country: Timor Leste

Issued on: 20 April 2021

Contents

Section 1. Letter of Invitation.....	4
Section 2. Instruction to Bidders.....	5
A. GENERAL PROVISIONS 5	
1. Introduction	5
2. Fraud & Corruption, Gifts and Hospitality	5
3. Eligibility	5
4. Conflict of Interests	6
B. PREPARATION OF PROPOSALS 6	
5. General Considerations	6
6. Cost of Preparation of Proposal	6
7. Language	6
8. Documents Comprising the Proposal.....	7
9. Documents Establishing the Eligibility and Qualifications of the Bidder	7
10. Technical Proposal Format and Content	7
11. Financial Proposals	7
12. Proposal Security	7
13. Currencies	8
14. Joint Venture, Consortium or Association	8
15. Only One Proposal.....	9
16. Proposal Validity Period.....	9
17. Extension of Proposal Validity Period	9
18. Clarification of Proposal	9
19. Amendment of Proposals.....	10
20. Alternative Proposals.....	10
21. Pre-Bid Conference	10
C. SUBMISSION AND OPENING OF PROPOSALS 10	
22. Submission.....	10
23. Deadline for Submission of Proposals and Late Proposals	12
24. Withdrawal, Substitution, and Modification of Proposals	12
25. Proposal Opening	12
D. EVALUATION OF PROPOSALS 12	
26. Confidentiality	12
27. Evaluation of Proposals	12
28. Preliminary Examination	13
29. Evaluation of Eligibility and Qualification	13

30. Evaluation of Technical and Financial Proposals.....	13
31. Due Diligence	14
32. Clarification of Proposals	14
33. Responsiveness of Proposal.....	14
34. Nonconformities, Reparable Errors and Omissions	15
E. AWARD OF CONTRACT	15
35. Right to Accept, Reject, Any or All Proposals.....	15
36. Award Criteria	15
37. Debriefing	15
38. Right to Vary Requirements at the Time of Award.....	15
39. Contract Signature	16
40. Contract Type and General Terms and Conditions	16
41. Performance Security	16
42. Bank Guarantee for Advanced Payment	16
43. Liquidated Damages	16
44. Payment Provisions	16
45. Vendor Protest	16
46. Other Provisions	17
Section 3. Bid Data Sheet	18
Section 4. Evaluation Criteria.....	21
Section 5. Terms of Reference	25
Section 6: Returnable Bidding Forms / Checklist.....	35
form a: technical proposal submission form	36
form b: bidder information form	37
form c: joint venture/consortium/association information form.....	38
form d: qualification form.....	38
form e: format of technical proposal	41
form f: financial proposal submission form	42
form g: financial proposal form	1
form h: form of proposal security	4

SECTION 1. LETTER OF INVITATION

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

- Section 1: This Letter of Invitation
- Section 2: Instruction to Bidders
- Section 3: Bid Data Sheet (BDS)
- Section 4: Evaluation Criteria
- Section 5: Terms of Reference
- Section 6: Returnable Bidding Forms
 - o Form A: Technical Proposal Submission Form
 - o Form B: Bidder Information Form
 - o Form C: Joint Venture/Consortium/Association Information Form
 - o Form D: Qualification Form
 - o Form E: Format of Technical Proposal
 - o Form F: Financial Proposal Submission Form
 - o Form G: Financial Proposal Form

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

Please acknowledge receipt of this RFP by sending an email to procurement.staff.tp@undp.org, indicating whether you intend to submit a Proposal or otherwise. You may also utilize the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Bid Data Sheet as the focal point for queries on this RFP.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:




Name: Ahmad Zubair

Title: Procurement Manager

Date: **April 20, 2021**

Approved by:



Name: Sonia Mehzabeen

Title: Operations Manager

Date: **April 20, 2021**

SECTION 2. INSTRUCTION TO BIDDERS

A. GENERAL PROVISIONS

<p><i>1. Introduction</i></p>	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
<p><i>2. Fraud & Corruption, Gifts and Hospitality</i></p>	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct</p>
<p><i>3. Eligibility</i></p>	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>

<p>4. <i>Conflict of Interests</i></p>	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
<p>B. PREPARATION OF PROPOSALS</p>	
<p>5. <i>General Considerations</i></p>	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
<p>6. <i>Cost of Preparation of Proposal</i></p>	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
<p>7. <i>Language</i></p>	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>

<p>8. Documents Comprising the Proposal</p>	<p>8.1 The Proposal shall comprise of the following documents:</p> <ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
<p>9. Documents Establishing the Eligibility and Qualifications of the Bidder</p>	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
<p>10. Technical Proposal Format and Content</p>	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
<p>11. Financial Proposals</p>	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
<p>12. Proposal Security</p>	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in</p>

	<p>the event of any one or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or; b) In the event that the successful Bidder fails: <ul style="list-style-type: none"> i. to sign the Contract after UNDP has issued an award; or <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
13. <i>Currencies</i>	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <ul style="list-style-type: none"> a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.
14. <i>Joint Venture, Consortium or Association</i>	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <ul style="list-style-type: none"> a) Those that were undertaken together by the JV, Consortium or Association; and b) Those that were undertaken by the individual entities of the JV, Consortium or Association. <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms</p>

	<p>cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>
15. Only One Proposal	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> f) they have at least one controlling partner, director or shareholder in common; or g) any one of them receive or have received any direct or indirect subsidy from the other/s; or h) they have the same legal representative for purposes of this RFP; or i) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; j) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or k) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
16. Proposal Validity Period	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
17. Extension of Proposal Validity Period	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
18. Clarification of Proposal	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p>

	18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.
<i>19. Amendment of Proposals</i>	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p> <p>19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.</p>
<i>20. Alternative Proposals</i>	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
<i>21. Pre-Bid Conference</i>	21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.
C. SUBMISSION AND OPENING OF PROPOSALS	
<i>22. Submission</i>	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <p>a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail.</p>

Email Submission

- b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall:
 - i. Bear the name and address of the bidder;
 - ii. Be addressed to UNDP as specified in the BDS
- iii. Bear a warning that states "*Not to be opened before the time and date for proposal opening*" as specified in the BDS.

If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

eTendering submission

22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:

- a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;
- b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS.
- c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected.

22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:

- a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS;
- b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled.
- d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected.
- c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS.
- d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User

	<p>Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/</p>
<p>23. <i>Deadline for Submission of Proposals and Late Proposals</i></p>	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<p>24. <i>Withdrawal, Substitution, and Modification of Proposals</i></p>	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
<p>25. <i>Proposal Opening</i></p>	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
<p>D. EVALUATION OF PROPOSALS</p>	
<p>26. <i>Confidentiality</i></p>	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
<p>27. <i>Evaluation of Proposals</i></p>	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p>

	<ul style="list-style-type: none"> a) Preliminary Examination b) Minimum Eligibility and Qualification (if pre-qualification is not done) c) Evaluation of Technical Proposals d) Evaluation of Financial Proposals
28. <i>Preliminary Examination</i>	28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.
29. <i>Evaluation of Eligibility and Qualification</i>	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ul style="list-style-type: none"> e) They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; f) They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, g) They have the necessary similar experience, technical expertise, production capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required; h) They are able to comply fully with UNDP General Terms and Conditions of Contract; i) They do not have a consistent history of court/arbitral award decisions against the Bidder; and j) They have a record of timely and satisfactory performance with their clients.
30. <i>Evaluation of Technical and Financial Proposals</i>	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on</p>

	<p>a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px 0;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
31. <i>Due Diligence</i>	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <ul style="list-style-type: none"> a) Verification of accuracy, correctness and authenticity of information provided by the Bidder; b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. <i>Clarification of Proposals</i>	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
33. <i>Responsiveness</i>	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that</p>

<i>of Proposal</i>	<p>conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Reparable Errors and Omissions	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail. <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
E. AWARD OF CONTRACT	
35. Right to Accept, Reject, Any or All Proposals	<p>35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.</p>
36. Award Criteria	<p>36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.</p>
37. Debriefing	<p>37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.</p>
38. Right to Vary	<p>38.1 At the time of award of Contract, UNDP reserves the right to vary the quantity</p>

<i>Requirements at the Time of Award</i>	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.
39. Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40. Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41. Performance Security	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42. Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=default
43. Liquidated Damages	43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html

<p><i>46. Other Provisions</i></p>	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>
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SECTION 3. BID DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	<p>Will be Conducted Time: 11 AM TLS Time Date: 26TH April 2021 Venue: Zoom Meeting (Link to Zoom Meeting will be provided to interested bidders)</p> <p>Please send your interest email to below email address so the procurement unit could share the zoom link with you prior to meeting.</p> <p>The UNDP focal point for the arrangement is: Focal Point: UNDP TLS Procurement Unit Telephone: +67078367023 E-mail: procurement.staff.tp@undp.org</p>
5	10	Proposal Validity Period	90 days
6	14	Bid Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will not be imposed

9	40	Performance Security	Not Required
10	18	Currency of Proposal	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	8 days before the submission deadline
12	31	Contact Details for submitting clarifications/questions	Focal Person in UNDP: TLS Procurement Unit Phone: +67078367023 E-mail address: procurement.staff.tp@undp.org
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Posted directly to eTendering
14	23	Deadline for Submission	06 th May 2021 – for exact closing time please refer to E-Tendering system. Note that system time zone is in EST/EDT (New York) time zone.
14	22	Allowable Manner of Submitting Proposals	X e-Tendering
15	22	Proposal Submission Address	https://etendering.partneragencies.org <u>Event ID# TLS10-0000009018</u>
16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ Password for financial proposal <u>must</u> not be provided to UNDP until requested by UNDP ▪ Max. File Size per transmission: 5 MB ▪ Mandatory subject of email: <u>TLS10-0000009018</u>
17	27 36	Evaluation Method for the Award of Contract	Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively The minimum technical score required to pass is 70%. Contract will be awarded to the highest scorer.

18		Expected date for commencement of Contract	<i>June 1, 2021</i>
19		Maximum expected duration of contract	7 months
20	35	UNDP will award the contract to:	One Proposer Only
21	39	Type of Contract	Purchase Order and Contract for Goods and Services for UNDP http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
22	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23		Other Information Related to the RFP	

SECTION 4. EVALUATION CRITERIA

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Bid Validity

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered as law firm in country of operation.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form
Previous Experience	Minimum 3 years of relevant experience.	Form D: Qualification Form
	Minimum 2 contracts of similar nature, complexity and value of more than \$100,000 each implemented over the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Financial Standing	Minimum average annual turnover of USD150,000 for the last 3 years. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form
	Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability. <i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i>	Form D: Qualification Form

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	330
2.	Proposed Methodology, Approach and Implementation Plan	320
3.	Management Structure and Key Personnel	350
	Total	1000

Section 1. Bidder's qualification, capacity and experience		Points obtainable
1.1	Reputation of Organization and Staff Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted	100
1.3	Relevance of specialized knowledge and experience on similar engagements done in the region/country. Previous working experience with UN.	100
1.4	Quality assurance procedures and risk mitigation measures	50
1.5	Organizational Commitment to Sustainability (mandatory weight) -Organization is compliant with ISO 14001 or ISO 14064 or equivalent – 20 points -Organization is a member of the UN Global Compact -5 points -Organization demonstrates significant commitment to sustainability through some other means- 5 points, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	30
Total Section 1		330

Section 2. Proposed Methodology, Approach and Implementation Plan		Points obtainable
2.1	Understanding of the requirement: Have the important aspects of the task been addressed in sufficient detail? Are the different components of the project adequately weighted relative to one another?	60
2.2	Description of the Offeror's approach and methodology for meeting or exceeding the requirements of the Terms of Reference	90
2.3	Details on how the different service elements shall be organized, controlled and delivered	20
2.4	Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement	30

2.5	Assessment of the implementation plan proposed including whether the activities are properly sequenced and if these are logical and realistic	60
2.6	Details on how the bidder will ensure the sustainability of the activities and outputs developed during the assignment once the contract ends	20
2.7	Mitigation plan to ensure full “buy-in” with the assignment’s objectives and tasks from relevant counterparts	20
2.8	Details on how the offeror will switch their approach to delivering the assignment if it cannot be implemented as initially planned due to COVID-19 restrictions	20
Total Section 2		320

Section 3. Management Structure and Key Personnel			Points obtainable
3.1	Composition and structure of the team proposed. Are the proposed roles of the management and the team of key personnel suitable for the provision of the necessary services? Is gender parity considered in proposed structure with at-least 50% gender balance among their team.		50
3.2	Qualifications of key personnel proposed		
3.2 a	Team Leader (Submission of 1 CV is required)		120
	- Academic Qualifications	30	
	- Years of experience	80	
	- Language Qualifications	10	
3.2 b	Technical Expert – GBV and Gender Justice (1 CV is required)		100
	- Academic Qualifications	30	
	- Years of experience	60	
	- Language Qualifications	10	
3.2 c	Project Associate – GBV and Gender Justice (Submission of 1 CV is required)		80
	- Academic Qualifications	25	
	- Years of experience	45	
	- Language Qualifications	10	
Total Section 3			350

SECTION 5. TERMS OF REFERENCE

Country: Timor-Leste

Description of the Assignment: Gender Justice Advisory Service

Project Name: EU-UN Spotlight Initiative

Period of Assignment/Services: 7 months expected to start from June 2021 up to Dec 2021.

1 Background

Timor-Leste is a Small Island Developing State, independent since 2002, making it one of the youngest democracies in the world. In only 17 years, it has taken significant steps to rebuild the nation and redefine its future, following centuries of colonization and a violent occupation that lasted 24 years, killing approximately a third of its population, and displaced almost half a million people in 1999. Timor-Leste's current population of 1.2 million people is one of the youngest in the Pacific, with 75% of whom are under 35 years old. It is the 15th youngest nation in the world.

Despite the notable efforts in state-building and economic growth (especially between 2007-2016), Timor-Leste is one of the least developed nations in the region, with 41.8% of the population living below the poverty line. Despite having a Human Development Index (HDI) of 0.625 in 2017, when weighed against the inequality factor, the HDI drops to 0.452. This inequality is predominant in rural areas - where 70% of the population is disproportionately affected by poverty, malnutrition, unemployment and lack of access to quality education and basic infrastructure.

Inequality particularly affects women, who face discrimination within their homes and society, and across sectors of health, education, employment and access to justice. Women's labor force participation is 24.9 per cent, less than half that of men at 52.5 per cent.

Women and girls with disabilities, young mothers, women in vulnerable employment, such as domestic workers, and in rural areas have even greater challenges to access their rights as enshrined under the law. Although there is insufficient data to calculate the Gender Inequality Index (GII) for Timor-Leste, the 2017 female HDI value for Timor-Leste is 0.567 in contrast with 0.663 for males.

This gender inequality fuels the high levels of violence against women and girls (VAWG), which remains one of the most widespread human rights abuses in Timor-Leste. A dedicated prevalence survey in 2015 found that 59% of Timorese women (15-49 years) reported having experienced physical and/or sexual violence by an intimate partner in their lifetime. The 2016 Timor-Leste Demographic and Health Survey Domestic Violence Module showed the diversity of prevalence across municipalities, reinforcing the need for targeted interventions that are fully owned by the affected community.

Timor-Leste recognize women's rights as human rights, and violence against women and girls as a serious and pervasive human rights violation and an extreme form of discrimination. Telling evidence is the country's existing strong VAWG national framework, having ratified most of the core international human rights treaties/conventions and development frameworks, with clear articles in its Constitution dedicated to gender equality (Article 16, 17, 18 and 26). The Strategic Development Plan (SDP) 2011-2030 also addresses gender equality and women's empowerment. In 2016, Timor-Leste ratified ILO Core Conventions No. 111 and No. 100 on gender equality and contributed to the adoption of a new International Labour Standard concerning the elimination of violence and harassment in the world of work (Convention No. 190) in June 2019.

Violence is criminalized in the Penal Code (2009) and the Law Against Domestic Violence (LADV) was enacted in 2010, less than ten years after the country regained independence. The policy frameworks are also in place, particularly with the National Action Plan (NAP) on GBV 2012-2016 and the NAP on GBV 2017-2021, the NAP on Children, the NAP on Women, Peace and Security (2016-2020), and the Maubisse Declaration (focused on upholding rural women's rights and promoting their economic empowerment). Sexual Harassment Guidelines for Civil Servants were adopted in 2017, recognizing the various forms of GBV that exists and the connections between different forms of violence.

UNDP has a longstanding presence in Timor-Leste, especially working with the area of justice. UNDP's Justice Project has assisted the Government of Timor-Leste (GoTL) in designing the architecture of the justice sector of Timor-Leste, headed by the Ministry of Justice and the Judiciary, in the post-conflict context since 2003. In recent years, UNDP has expanded its 'access to justice' portfolio with a heightened focus on gender justice – gender inequality and gender-based violence.

2 Project Description

To address the challenges of VAWG, the European Union (EU) and the United Nations have embarked on a new multi-year programme: the EU-UN Spotlight Initiative. The Spotlight Initiative aims to support transformative change on the ground to end violence against women and girls and harmful practices, in numerous countries globally. The Initiative comes with the highest level of commitment globally and is governed by the UN Deputy Secretary-General and the Vice President of the EU Commission.

The Spotlight Initiative in Timor-Leste is implemented through five UN agencies (UN Women, UNFPA, UNDP, UNICEF, and ILO) with a focus on addressing intimate partner violence and domestic violence. In addition to the five agencies above, the Programme will involve collaboration with the International Organization for Migration, the Human Rights Advisor's Unit, and the World Health Organization. The overall vision of the Spotlight Initiative in Timor-Leste is that women and girls enjoy their right to a life free of violence, within an inclusive and gender equitable Timor-Leste.

The programme, aligned to the Timor-Leste "National Action Plan on Gender based Violence (2017-2021)", will contribute to the elimination of domestic violence/intimate partner violence (DV/IPV) by responding to the needs of women and girls and addressing the underlying causes of violence against women and girls using a multi-sectoral and intersectional approach to implement intervention on the following six outcomes areas:

Pillar 1: Legislation and Policies

Pillar 2: Institutional strengthening

Pillar 3: Prevention of violence

Pillar 4: Available, accessible, and acceptable, quality services

Pillar 5: Quality and reliable data

Pillar 6: Supporting women's movements and relevant civil society organizations

The Programme is grounded in the core principle of leaving no one behind and reaching the furthest behind first. The interventions have been designed to target women and girls most marginalized (rural, poor, with disabilities), at higher risk of intimate partner violence and groups that face multiple or intersecting forms of discrimination.

To ensure the effective and meaningful impact of the Spotlight Initiative in Timor-Leste, the Programme will focus on a comprehensive set of actions at the national level, alongside community-based interventions in 3 municipalities (of the country's 13 municipalities). Based on a preliminary analysis of needs, gaps and opportunities, from a thematic and geographic lens and consultations with various stakeholders, the Programme will focus its community-level efforts in Ermera, Viqueque, and Bobonaro municipalities.

3 Context and Objectives of the Assignment

UNDP are seeking a law company to support the Spotlight Initiative's implementation of Pillar 2 (Institutional strengthening), particularly UNDP's activity 2.1.1 - strengthening the capacity of current and future judicial professionals in preventing and responding to VAWG, including DV/IPV. To ensure the sustainability of the capacity building, the project will mainly engage the Legal and Judicial Training Centre (LJTC), the national training institution for all judicial professionals.

The objectives of this assignment is to:

- strengthen the capacity of current and future judicial professionals on gender justice;
- develop/improve the GBV specific module/curriculum at the Legal and Judicial Training Center;
- ensure sustainability of the curriculum/complementary education for all current and future legal actors on justice sector's response to violence against women and girls, including Domestic Violence/Intimate Partner Violence; and
- provide technical advice to the UNDP Spotlight Initiative in the area of Gender Justice as required.

4 Scope of Services

Under the supervision of the Project Manager and the Head of Unit, the selected bidder will specifically carry out the following:

- **Develop the Legal and Judicial Training Centre's curriculum modules and materials on Gender Based Violence for the Magistrates and Private Lawyers Courses**
 - Develop an assessment on the gaps between law and practice to inform the content of the modules and materials on GBV. This assessment shall include a desk review of existing literatures, consultations with relevant stakeholders, as well as international standards and best practices.
 - At minimum, the modules should:
 - Address both substantive and procedural rights according to the criminal and civil laws in Timor-Leste.
 - Mention effective responses to GBV cases and protection of GBV survivors, including minors and incest survivors.
 - Include an introduction to gender justice, among others.
 - Include topics identified in the preliminary findings of the assessment of gaps between law and practice.
 - Include monitoring tools to assess the increased capacity of participants on the materials shared in the GBV modules.
 - The modules should be designed to specifically target each profession of justice actors attending the LJTC (judges, prosecutors, public defenders/private lawyers, and court clerks).
 - The modules should be used for the complementary training for current legal professionals.
 - The developed materials should be impactful and deliver a clear and concise message/information to the expected audience.
- **Deliver a series of workshops to current and prospective justice actors on the justice sector's responses to GBV**

- Conduct workshops to deliver the developed curriculum modules and materials on GBV. These workshops will be integrated into the Magistrates Course and Private Lawyers Course to take place in 2021 and the selected firm will therefore have to coordinate their delivery with the lecturers at the Legal and Judicial Training Center. Workshops must include pre-post surveys to assess the increased capacity of participants and their satisfaction of the modules/workshops.
- Conduct workshops for current legal professionals to deliver the developed curriculum modules and materials on GBV, modified if needed. These workshops will likely take place during comprehensive capacity building trainings organized by the LJTC, including other topics. The selected firm will therefore have to coordinate the delivery of GBV workshops with the lecturers at the LJTC. Workshops must include pre-post surveys to assess the increased capacity of participants and their satisfaction of the modules/workshops.
- Conduct workshops for court clerks and judges working at the Court of Appeal on the developed curriculum modules and materials on GBV, modified if needed. These workshops will have to be coordinated with the Court of Appeal and their ongoing capacity building efforts.
- **Ensure ownership by the LJTC of the developed materials on GBV as well as sustainability in their use and delivery by the LJTC**
 - Develop the modules on GBV in close concertation and collaboration with the LJTC (Director, lecturers, among others) to ensure full ownership and understanding of the developed materials.
 - In collaboration with the LJTC, identify solutions for the sustainability of trainings on GBV and implement the necessary follow-up actions (for instance, training for trainers or on-the-job capacity building) as agreed with the LJTC.
- **Upon the request of the Legal and Judicial Training Center, provide technical inputs on the regular curriculum of the Magistrates and Private Lawyers Courses and Complementary Training from a gender justice perspective**
- **Upon the request of the UNDP Spotlight Initiative team, provide technical advice in the area of Gender Justice as required.**

5 Deliverables and Schedules/Expected Outputs

Deliverables

The bidder shall suggest the most appropriate approach and methodology for each of the prescribed tasks according to the basic guides and expectations as below. As sensitive as the thematic area is, the approach and methodology must be tailored to the Timorese local context.

The contractor will be required to perform preliminary work, including a desk review of existing literature, such as the Spotlight Initiative Gender Justice Report, and consultations with judicial actors, to examine the gaps and needs on the application of the Law Against Domestic Violence and any other relevant laws in Timor-Leste to identify areas for improvement or revisions in the professional development of judicial actors. The contractor is strongly encouraged to look at international standards, such as the third module on Justice and Policing of the Essential Services Package for Women and Girls Subject to Violence, as well as best practice

examples worldwide on the training of judicial actors in the area of gender-based violence, while still reflect on the unique local context of Timor-Leste.

Following this assessment, and upon sharing the preliminary findings with the LJTC, the law firm will closely work with the LJTC, including lecturers delivering the Magistrates and Private Lawyers courses, to develop the series of curriculum modules and materials as detailed in the scope of work above. These modules should be relevant to current and prospective judicial actors in their day-to-day work and be specifically tailored to their respective professions (for instance, a judge will not require the same training as a lawyer/public defender). Moreover, the contractor should provide details on the way workshops will be delivered to ensure strong participation and commitment from attendees. Furthermore, the contractor will share a suggested methodology to monitor/evaluate the increase in capacity of the participants.

Sustainability will be a key component of this assignment. This is why the contractor will have to ensure complete ownership of the developed training materials by the LJTC and discuss with them to find a solution to ensure the Centre has the necessary in-house capacity to continue providing such curriculum in the subsequent courses. Furthermore, the contractor should use module materials throughout the workshops. These materials should be impactful and deliver a clear and concise message/information to the expected audience.

The contractor is expected to shift their approach to delivering this assignment depending on the COVID situation in Timor-Leste and arising constraints in implementing activities as initially developed.

Expected Outputs/Key Performance Indicators

Key Services	Minimum standard of services acceptable	Indicators (Baseline and Target)
Development of a preliminary assessment on the gaps between GBV-related law and practice (Deliverable 2)	<ul style="list-style-type: none"> • Desk review of existing literature on implementation gaps of the LADV and related laws • Analysis of the gaps between international standards of essential justice services provision to survivors of GBV and the actual provision of these services by justice actors • Consultations with relevant judicial stakeholders, civil society and government institutions 	# of assessments (Baseline: 0; Target: 1)
Development of the curriculum modules and materials on GBV for the Magistrates and Private Lawyers Courses at the Legal and Judicial Training	<ul style="list-style-type: none"> • Aligned with international standards • Aligned with existing national guidelines, proceedings, laws and case management systems • Tailored to the local context 	# of training modules developed (Baseline: 0; Target: at least 1 package modules each for judges, prosecutors, lawyers/public defenders, and court clerks)

Center (Deliverables 2 & 3)	<ul style="list-style-type: none"> Covers gaps and needs identified in the assessment Developed in Portuguese and Tetum 	
Delivery of a series of workshops to current and prospective justice actors on the justice sector's responses to GBV, including court clerks and judges of the Court of Appeal (Deliverable 4)	<ul style="list-style-type: none"> Participants are satisfied with the training provided Monitoring of participants' increased knowledge Sustainability solution established Delivered in Portuguese and/or Tetum as requested by the LJTC 	<p># of trainings conducted (Baseline: 1, Tentative target: at least five; final target to be decided with the LJTC)</p> <p># of legal trainees and current professionals receiving the training (Baseline: 0; Target: to be set with LJTC)</p> <p>% of increase in participants' knowledge of the topics addressed (Baseline: 0, Target: at least 70%)</p> <p>% of training participants satisfied with the training (baseline: 0 / target: 80%)</p>
Technical inputs on the regular curriculum of the Magistrates and Private Lawyers Courses and Complementary Training from the gender justice perspective, where required (Deliverable 4)	<ul style="list-style-type: none"> Aligned with international standards Aligned with existing national guidelines, proceedings, laws and case management systems Tailored to the local context Covers gaps and needs identified in the assessment 	# of curriculum revised (Baseline: 0; Target: 1)

Schedule of Deliverables and Payments

The expected outputs and deliverables are outlined in the below table:

Outputs/Deliverables	Estimated Duration to Complete And Target Due Dates	milestone of the Payment	Review, feedback and approval
1. Spotlight Initiative			
Deliverable 1: <ul style="list-style-type: none"> Submission and approval of a detailed work plan with approaches and methodologies to deliver the assignment. The work plan shall be developed in close concertation with LJTC and 	15 June 2021	10% (upon submission of Deliverable 1)	Head of Governance Unit, SI Project Manager

the COA; include a sustainability component as agreed with LJTC; and detail how the firm will monitor the capacity building of justice officials on GBV-related matters.			
Deliverable 2: <ul style="list-style-type: none"> Submission and approval of the preliminary assessment on the gaps between law and practice. Submission and approval of the draft curriculum modules and materials on Gender Based Violence for the Magistrates and Public Defenders/Private Lawyers' Courses at the Legal and Judicial Training Center. Modules shall be developed for each profession of justice actors attending the LJTC. Conduct a consultation with current or prospective justice actors on the modules and materials developed. This should focus on reflection on the content and delivery of the module, to receive feedback and input from the current and prospective justice actors. The consultations should include a discussion on the monitoring component to assess the increased capacity of participants on the topics discussed and should help refine the selected sustainability solution. 	30 July 2021	20% (upon submission of deliverable 2)	Head of Governance Unit, SI Project Manager
Deliverable 3: <ul style="list-style-type: none"> Submission and approval of the final versions of the curriculum modules and materials reflecting the feedback from the consultation. Submission and approval of monitoring tools to assess the increased capacity of participants on GBV issues 	15 August 2021	20% (upon completion of Deliverable 3)	Head of Governance Unit, SI Project Manager
Deliverable 4: <ul style="list-style-type: none"> Deliver a series of workshops to current and prospective justice actors on the justice sector's responses to GBV using the modules developed. The workshops shall be delivered following the sustainability solution upon which the LJTC agreed. Capacity building shall be monitored at each workshop to assess the increased capacity of participants over time. Deliver a series of workshops to judges and court clerks working at the Court of Appeal on the justice sector's responses to GBV, using the modules developed. Capacity building shall be monitored at each workshop to assess the increased capacity of participants over time. 	30 November 2021	40% (upon completion of Deliverable 4)	Head of Governance Unit, SI Project Manager

<ul style="list-style-type: none"> Technical inputs on the regular curriculum of the Magistrates and Private Lawyers Courses and Complementary Training from the gender justice perspective, where required 			
Deliverable 5: <ul style="list-style-type: none"> Final report with the summary of achievement, lessons learned and potential areas for further institutional strengthening on GBV of the LJTC and judicial professionals. 	15 December 2021	10% (upon completion of Deliverable 5)	Head of Governance Unit, SI Project Manager

The payment will be processed upon the submission and approval of the above deliverables developed by the contractor.

The payment will be delivered in instalments which shall be payable on the completion of each deliverable set above. The confirmation that a deliverable has been completed and a payment instalment is due shall be made by the Project Managers and/or Head of Governance Unit.

6 Institutional Arrangements

- The contractor will report directly to the Head of Governance Unit and the Project Manager. The contractor will also liaise with Spotlight Initiative team and SI Technical Specialist and UNDP Country Programme Office.
- The contractor shall provide a brief monthly progress report based on the results and progress of activities
- The contractor will work closely and collaborate with the Legal and Judicial Training Center, Ministry of Justice, the Courts, the Public Defender's Office and the Office of Prosecutor-General.

7 Facilities to be provided by UNDP

UNDP will provide any coordination and logistical support with the justice institutions, Civil Society Organizations, UNDP youth project, or other UN Agencies participating in the EU-UN Spotlight Initiative.

The rooms for the workshops will be facilitated by the relevant institutions, however all other logistics and costs for the good delivery of the workshops will be the responsibility of the contractor.

8 Expected Duration of the Contract/Assignment

The expected duration of the work is for 7 months expected to start from 01 June 2021 to 31 December 2021.

9 Duty Station

Dili, Timor-Leste, for the entire period of the assignment.

10 Key Personnel Qualifications

A team of 3 members can be formed to provide the required service. Key staff qualifications are delineated as below:

1. Team Leader (Submission of 1 CV is required)

I. Academic Qualifications:

- Master's Degree or equivalent in Law, Gender Studies, Political Science, Development Studies, Social Sciences, or related field; or
- Bachelors' Degree in Law with a minimum of two years of experience in practicing law in the civil law system

II. Years of experience:

A minimum of five years of relevant professional experience, including:

- Experience in practicing law or legal advisory services
- Experience in strengthening gender justice in the national justice institutions and/or Civil Society Organizations
- Experience in the design and implementation of training materials, preferably with a focus on GBV, and/or GBV prevention and response
- Experience in delivering or developing trainings and Training of Trainers (ToT)
- Experience working with UNDP, other UN entities, donor organizations or development organizations is an asset
- Experience working with LJTC is an asset
- Must have a high level of computer literacy (competent in MS Office) and good technical report writing skills
- Knowledge of statistical analysis is an asset

III. Language requirements

- Fluency in English, Portuguese (oral and written)
- Working level of Tetun

2. Technical Expert – GBV and Gender Justice (1 CV is required)

I. Academic Qualifications:

- Bachelors' Degree in Law

II. Years of experience:

A minimum of five years of relevant professional experience, including:

- Experience in practicing law or legal advisory services for gender-related issues, preferably for EVAWG
- Experience in and excellent knowledge of Timorese key laws (including Family Law, Criminal Law, Criminal Procedural Law, Law Against Domestic Violence, among others) and criminal justice system, especially dealing with GBV cases
- Experience in the design and implementation of training materials with a focus on Gender Based Violence and/or GBV prevention and response
- Experience in delivering or developing training and/or ToT curricula is an asset
- Must have a high level of computer literacy (competent in MS Office)

III. Language requirements

- Fluency in Portuguese and Tetun (both oral and written)
- Working level of English

3. Project Associate – GBV and Gender Justice (Submission of 1 CV is required)

I. Academic Qualifications:

- Bachelors' Degree in Law

II. Years of experience:

A minimum of three years of relevant professional experience, including:

- Experience in practicing law or legal advisory services for gender-related issues, preferably for EVAWG
- Experience in and excellent knowledge of Timorese key laws (including Family Law, Criminal Law, Criminal Procedural Law, Law Against Domestic Violence, among others) and criminal justice system, especially dealing with GBV cases
- Experience in the design and implementation of training materials with a focus on Gender Based Violence and/or GBV prevention and response is an asset
- Must have a high level of computer literacy (competent in MS Office)

III. Language requirements

- Fluency in Portuguese and Tetun (both oral and written)
- Working level of English

SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form	<input type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form (if applicable)	<input type="checkbox"/>
▪ Form D: Qualification Forms	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal	<input type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

(Must be uploaded in e-tendering system in a separate password protected file)

▪ Form F: Financial Proposal Submission Form	<input type="checkbox"/>
▪ Form G: Financial Proposal Form	<input type="checkbox"/>

FORM A: TECHNICAL PROPOSAL SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we *embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.*

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

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

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

FORM B: BIDDER INFORMATION FORM

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your Company have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ Certificate of Incorporation/ Business Registration ▪ Tax Registration/Payment Certificate issued by the Internal Revenue Authority evidencing that the Bidder is updated with its tax payment obligations, or Certificate of Tax exemption, if any such privilege is enjoyed by the Bidder ▪ Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country ▪ Power of Attorney

FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information <i>(address, telephone numbers, fax numbers, e-mail address)</i>	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
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We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

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

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

FORM D: QUALIFICATION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
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RFP reference:	[Insert RFP Reference Number]
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If JV/Consortium/Association, to be completed by each partner.

Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.
List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder’s individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	Information from Balance Sheet		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	Information from Income Statement		
Total / Gross Revenue (TR)			
Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

- ☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:
- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
 - b) Historic financial statements must be audited by a certified public accountant;
 - c) Historic financial statements must correspond to accounting periods already completed and audited. No statements for partial periods shall be accepted.

FORM E: FORMAT OF TECHNICAL PROPOSAL

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 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 and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Explain how you plan to ensure full "buy-in" with the assignment's objectives and tasks from the relevant counterparts.
- 2.8 Detail how you will switch your approach to delivering the assignment if it cannot be implemented as initially planned due to COVID-19 restrictions.

- 2.9 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/ Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i>
	[Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of goods and/or services]</i>
	<ul style="list-style-type: none"> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/ Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i>
	[Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i>
	Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, the data provided

above correctly describes my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

FORM F: FINANCIAL PROPOSAL SUBMISSION FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

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

Name: _____
Title: _____
Date: _____
Signature: _____

[Stamp with official stamp of the Bidder]

FORM G: FINANCIAL PROPOSAL FORM

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	[Insert RFP Reference Number]		

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an PASSWORD PROTECTED FILE as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder’s disqualification.
The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder’s Technical Proposal.

Currency of the proposal: [Insert Currency]

Table 1: Summary of Overall Prices

	Amount(s)
Professional Fees (from Table 2)	
Other Costs (from Table 3)	
Total Amount of Financial Proposal	

Table 2: Breakdown of Professional Fees

Name	Position	Fee Rate	No. of Days/months/ hours	Total Amount
		A	B	C=A+B
In-Country				
Home Based				
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs

Description	UOM	Quantity	Unit Price	Total Amount
International flights	Trip			

Subsistence allowance	Day			
Miscellaneous travel expenses	Trip			
Local transportation costs	Lump Sum			
Out-of-Pocket Expenses				
Other Costs: (please specify)				
Subtotal Other Costs:				

Table 4: Breakdown of Price per Deliverable/Activity

Outputs/Deliverables	Milestone of the Payment		Cost per deliverable
1. Spotlight Initiative			
Deliverable 1: <ul style="list-style-type: none">Submission and approval of a detailed work plan with approaches and methodologies to deliver the assignment. The work plan shall be developed in close concertation with LJTC and the COA; include a sustainability component as agreed with LJTC; and detail how the firm will monitor the capacity building of justice officials on GBV-related matters.	15 June 2021	10% (upon submission of Deliverable 1)	
Deliverable 2: <ul style="list-style-type: none">Submission and approval of the preliminary assessment on the gaps between law and practice.Submission and approval of the draft curriculum modules and materials on Gender Based Violence for the Magistrates and Public Defenders/Private Lawyers’ Courses at the Legal and Judicial Training Center. Modules shall be developed for each profession of justice actors attending the LJTC.Conduct a consultation with current or prospective justice actors on the modules and materials developed. This should focus on reflection on the content and delivery of the module, to receive feedback and input from the current and prospective justice actors. The consultations should include a discussion on the monitoring component to assess the increased capacity of participants on the topics discussed and should help refine the selected sustainability solution.	30 July 2021	20% (upon submission of deliverable 2)	
Deliverable 3: <ul style="list-style-type: none">Submission and approval of the final versions of the curriculum modules and materials reflecting the feedback from the consultation.Submission and approval of monitoring tools to assess the increased capacity of participants on GBV issues	15 August 2021	20% (upon completion of Deliverable 3)	

Deliverable 4: <ul style="list-style-type: none"> • Deliver a series of workshops to current and prospective justice actors on the justice sector's responses to GBV using the modules developed. The workshops shall be delivered following the sustainability solution upon which the LJTC agreed. Capacity building shall be monitored at each workshop to assess the increased capacity of participants over time. • Deliver a series of workshops to judges and court clerks working at the Court of Appeal on the justice sector's responses to GBV, using the modules developed. Capacity building shall be monitored at each workshop to assess the increased capacity of participants over time. • Technical inputs on the regular curriculum of the Magistrates and Private Lawyers Courses and Complementary Training from the gender justice perspective, where required 	30 Nov 2021	40% (upon completion of Deliverable 4)	
Deliverable 5: <ul style="list-style-type: none"> • Final report with the summary of achievement, lessons learned and potential areas for further institutional strengthening on GBV of the LJTC and judicial professionals. 	15 December 2021	10% (upon completion of Deliverable 5)	
TOTAL	7 months	100%	

FORM H: FORM OF PROPOSAL SECURITY (NOT APPLICABLE)

**Proposal Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Proposal to UNDP dated [Click here to enter a date](#) to execute Services [Insert Title of Services] (hereinafter called "the Proposal"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP's variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]