

Request for Proposal (RFP)

29 September 2015

Dear Sir/Madam,

Subject: RFP for the provision of a Thematic Evaluation on Women's Political Participation – Regional office for Arab States

1. Qualified firms/institutions are requested to submit a proposal for conducting an evaluation, as per enclosed Terms of Reference (TOR).
2. To enable you to submit a proposal, attached are:
 - i. Instructions to Offerors (Annex I)
 - ii. General Conditions of Contract

For services:

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

- iii. Terms of Reference (TOR).....(Annex II)
 - iv. Proposal Submission Form(Annex III)
 - v. Price Schedule(Annex IV)
 - vi. Joint Venture Form(Annex V)
 - vii. Proposed Copy of Contract.....(Annex VI)
3. In order to facilitate the submission of both Technical and Financial proposals, the submission duly stamped and signed can be done electronically in PDF format and sent to roas.procurement@unwomen.org. **Technical and Financial proposals should be sent as separate PDF files.** If the Technical and Financial proposals are sent in the same PDF file, they will be rejected.

Your offer comprising of technical proposal and financial proposal, in **separate emails**, should reach the following address no later than **21st of October 2015 at 2pm Cairo time** to roas.procurement@UNWomen.org.

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

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

Yours sincerely,

UN Women Regional Office for Arab States

INSTRUCTIONS TO OFFERORS

A. Introduction

1. General

Purpose of RFP: UN Women ROAS is seeking consultancy services of a consulting firm/institution to conduct a Thematic Evaluation on Women's Political Participation to contribute to enhancing UN Women ROAS's approach to promoting women's leadership and political participation.

2. Cost of proposal

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

B. Solicitation Documents

3. Contents of solicitation documents

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

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UN Women entity in writing at the organisation's mailing address or fax number indicated in the RFP. The procuring UN Women entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

5. Amendments of solicitation documents

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

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

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

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UN Women entity shall be written in the

English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements (previous job/contracts references, samples of previous similar work).
- (c) In the case of a consortium/joint venture/association, the form in Annex V ‘as an addendum to the RFP and to be read as Annex V’ must be completed, signed and submitted along with your technical proposal, in which case:
 - a) All parties shall be jointly and severally liable to UN-Women for any obligations arising from their proposal or the contract that may be awarded to them as a result of this solicitation exercise; and
 - b) One party shall be designated to act as the focal point to deal with UN-Women. Such party shall have the authority to make decisions binding upon the joint venture, association or consortium during the solicitation process and, in the event a Contract is awarded, during the duration of the contract. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of UN-Women
- (d) Price schedule, completed in accordance with clauses 8 and 9;

8. Proposal form

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

(a) Management plan

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

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

(b) Resource plan

This should fully explain the Offeror’s resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror’s current capabilities/facilities and any plans for their expansion.

(c) Proposed methodology

This section should demonstrate the Offeror’s responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information

whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

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

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

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted in **US dollars only**.

11. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UN Women entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UN Women entity on the grounds that it is non-responsive.

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

12. Format and signing of proposals

Please refer to Article 14 below.

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

13. Payment

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

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall send the proposal (in PDF format) in 2 separate emails (one for the technical proposal and one for the financial proposal) and send to: roas.procurement@UN Women.org. The email subject shall be:

"RFP: Services for the provision of a Thematic Evaluation of UN ROAS work on Women's Political Participation"

The first email shall contain the information specified in Clause 8 (*Proposal form*) above. The second email shall include the price schedule duly identified as such.

15. Deadline for submission of proposals

Proposals must be received by the procuring UN Women entity at the address specified under clause Sealing and marking of Proposals no later than **21st of October 2015, at 2pm Cairo local time.**

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

16. Late Proposals

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

17. Modification and withdrawal of Proposals

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

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

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

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

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by UN Women Regional Office for Arab States.

19. Clarification of proposals

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

20. Preliminary examination

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

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

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

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

21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

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

In the Second Stage, the price proposal of all Contractors, who have attained minimum 70% score in the technical evaluation will be compared. The contract will be awarded to the Contractor offering the highest score.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Experience of the Offeror Expertise of Offeror submitting Proposal	20%	140					
2.	Proposed Methodology Proposed Work Plan and Approach	40%	280					
3.	Resource Plan Personnel	40%	280					
Total			700					

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

Form 1: Experience of the Offeror - Expertise of Firm / Institution Submitting Proposal

Form 2: Proposed Methodology - Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1	Points obtainable	Firm / Institution				
		A	B	C	D	E
Experience of the Offeror Expertise of Firm / Institution Submitting Proposal						
REQUIREMENT 1 - (Maximum 2 pages) Experience of the Offeror in managing evaluations with a similar scope, focusing specifically on gender equality, preferably with women's political participation. Provide 2 evaluation experiences, please annex one evaluation report.	70					
REQUIREMENT 2 - (Maximum 1 page) Experience in working in the different geographic areas, including the Arab States region.	30					

Technical Proposal Evaluation Form 1	Points obtainable	Firm / Institution				
		A	B	C	D	E
Experience of the Offeror						
Expertise of Firm / Institution Submitting Proposal						
Provide 2 evaluation experiences in different geographic areas.						
REQUIREMENT 3 – (Maximum 2 pages)						
Experience in developing and implementing quality assurance procedures.	40					
Provide 2 experiences on quality assurance procedures (development and implementation).						
Total	140					

Based on the Terms of Reference, the methodology developed in the proposal must correspond to the following requirements and clearly describe how the Offeror intends to undertake the activities set out in the Terms of Reference in order to achieve expected results.

Technical Proposal Evaluation Form 2	Points Obtainable	Firm / Institution				
		A	B	C	D	E
Proposed Methodology						
Proposed Work Plan and Approach						
REQUIREMENT 4 - (Maximum 4 pages)						
General understanding of the Offeror's mandate, including the roles and responsibilities of personnel.	60					
REQUIREMENT 5 - (Maximum 2 pages)						
Understanding of GE issues and challenges in the Arab States region relevant to the evaluation scope.	40					
REQUIREMENT 6 - (Maximum 1 1/2 pages)						
Understanding of risks related to the evaluation and of mitigation strategies.	40					
REQUIREMENT 7 - (Maximum 1 pages)						
Suggested approach for the final identification of evaluation stakeholders to be included.	25					

Technical Proposal Evaluation Form 2	Points Obtainable	Firm / Institution				
		A	B	C	D	E
Proposed Methodology Proposed Work Plan and Approach						
The Consultant must describe its proposed approach to identifying and ensuring participation of stakeholders.						
REQUIREMENT 8 - (Maximum 1 1/2 pages) Proposed methodological approaches for the evaluation.	60					
REQUIREMENT 9 (Maximum 2 pages) Proposed work plan with timeline. The timeline shall be supported by a narrative explaining the basis of its development.	25					
REQUIREMENT 10 - (Maximum 2 pages) Planned level of effort for team for the evaluation. The proposal shall identify the basis upon which the level of effort has been established (hours per day and days per week).	30					
Total	280					

Based on the Terms of Reference, the evaluation team proposed will be composed of 3 independent consultants from a firm with extensive experience in evaluation and in the thematic area of women's political participation and leadership and regional experience. The team will include an experienced team leader; a senior women's political participation expert (preferably with evaluation experience); and a senior evaluation expert. If any other personnel is added, please provide an explanation.

Technical Proposal Evaluation Form 3	Points Obtainable	Firm / Institution				
		A	B	C	D	E
Resource Plan Personnel						
REQUIREMENT 11 - Team Leader	120					
The Team Leader shall have the following general qualifications	100					

Technical Proposal Evaluation Form 3		Points Obtainable	Firm / Institution				
			A	B	C	D	E
Resource Plan							
Personnel							
• Demonstrated experience managing evaluation teams	35						
• Experience conducting evaluation, using mixed methods and GEHR approaches	30						
• Experience or knowledge on the human rights international framework, parliamentary work, democracy, governance, rule of law	10						
• Experience and knowledge on gender equality and women's empowerment, gender mainstreaming, gender analysis	10						
• Experience in conducting evaluations on WPP or related themes	5						
• Knowledge of UN system, UN reform processes	5						
• Regional Experience	5						
Language Qualifications	20						
		120					
REQUIREMENT 11 – Senior WPP Expert		80					
	Sub-score						
The Senior WPP Expert shall have the following general qualifications	65						
• Experience in WPP field	30						
• Experience/knowledge on gender equality and women's empowerment issues, gender mainstreaming, gender analysis and related mandates within the UN system	20						

Technical Proposal Evaluation Form 3			Points Obtainable	Firm / Institution				
				A	B	C	D	E
Resource Plan								
Personnel								
<ul style="list-style-type: none"> Knowledge of human rights issues, the human rights-based approach to programming, human rights analysis and related mandates within the UN system; 	10							
<ul style="list-style-type: none"> Regional and/or relevant Country Experience 	5							
Language Qualifications		15						
			80					
REQUIREMENT 12 – Senior Evaluation Expert			80					
		Sub-score						
The Senior Evaluation Expert shall have the following general qualifications General Qualification		65						
<ul style="list-style-type: none"> Experience conducting evaluation, using mixed methods and GEHR approaches 	30							
<ul style="list-style-type: none"> Experience and knowledge in gender equality and women’s empowerment, gender mainstreaming, gender analysis and related mandates in the UN system 	15							
<ul style="list-style-type: none"> Knowledge of human rights issues, the human rights-based approach to programming, human rights analysis and related mandates within the UN system; 	10							
<ul style="list-style-type: none"> Knowledge of UN System 	5							
<ul style="list-style-type: none"> Regional and/or relevant Country Experience 	5							
Language Qualifications		30						
			80					

Technical Proposal Evaluation Form 3		Points Obtainable	Firm / Institution				
			A	B	C	D	E
Resource Plan							
Personnel							
Total Part 3		280					
70% of 700 pts = 490 pts needed to pass technical		700					

Attach all CVs of personnel to be evaluated, including the personnel that will work on each activity, if applicable.

During the technical evaluation all the proposals will be evaluated on the above mentioned criterions. All the proposals scoring **70% of 700 pts = 490 pts** will be shortlisted for the financial evaluation.

Evaluations of Competitiveness of Fees

If the substantive presentation of the technical proposal achieves the minimum of **490 points**, the competitiveness of the fees will be taken into account in the following manner:

The total amounts of points for the fees component are **300**. The maximum number of points shall be allotted to the lowest fees proposed that is compared among those Offerors which obtain the threshold points in the evaluation of the technical proposal.

Financial evaluation criterions – during the financial evaluation the financial proposals will be assessed on the basis of the following criterions:

- The budget should be well formulated and presented.
- The proposed budget should be realistic.
- The relationship between costs and results should be reasonable.

Final Scores and winning proposals

The final scores will be based on a *cumulative analysis combining* the scores from both the technical and financial evaluations with the purpose of awarding the contract to the Contractor with the highest accumulated combined score.

F. Award of Contract

22. Award criteria, award of contract

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

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

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

At the time of award of Contract, UN Women reserves the right to vary the quantity of services

and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions

24. Signing of the contract

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

TERMS OF REFERENCE (TOR)

Project Title:	Thematic Evaluation on Women's Political Participation
Geographical scope:	Arab States Region
Duration of Project:	3 months
Start Date:	November 2015
End Date:	February 2015

I. Background

The UN Women Regional Office for Arab States (ROAS) was established in 2012. As part of UN Women's global mandate to accelerate change on gender equality and women's empowerment, the ROAS works to promote women's leadership and political participation at all levels not only for achieving gender equality but also an intrinsic precondition for democratic governance and sustainable development. This work is guided by the Beijing Platform for Action, the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW), the United Nations Millennium Declaration, relevant General Assembly, Economic and Social Council, Commission on the Status of Women and other applicable United Nations instruments, standards and resolutions, and is aligned with UN Women's Strategic Plan 2011-2013 and 2014-2017. UN Women advances this agenda through three main roles, specifically:

1. **Normative:** supporting inter-governmental bodies in their formulation of policies, global standards and norms;
2. **Operational:** helping Member States to implement international standards and to forge effective partnerships with civil society; and
3. **Coordination:** leading and coordinating the UN system's work on gender equality and holding the UN system accountable for its own commitments on gender equality, including regular monitoring of system-wide progress.

Although each national context presents its own specificities, women in the Arab States region face similar challenges and opportunities, and common patterns in political participation can be found. The post-2011 uprisings in the Arab States region have challenged the socio-political and economic frameworks of the region. The central role that women took within the uprisings seemed initially to create new momentum for meaningful citizenship and real political participation in a region with the lowest levels of political participation among women globally. While the region¹ has recently made gains on in the number of women re/entering Parliaments, reaching a historic high of 15.9% in 2013 and 16.1% in early 2015, the region still ranks last on political participation as of the last Gender Gap Index (2014). Gains in narrowing gaps on social indicators have yet to fully translate to greater political participation. ROAS through its regional programmes and normative and coordination work is supporting women in the region to reposition themselves in political and decision making processes and contribute to shaping the future of their countries in the on-going transition while protecting their previous gains.

¹ This denomination refers to the Arab States region according to the IPU regional database for women in parliaments: <http://www.ipu.org/wmn-e/world.htm>. The UN Women Regional Office for Arab States covers 17 of the 22 members of the League of Arab States.

UN Women approach to supporting women's participation in political processes in the Arab States region (including as decision-makers and leaders)

Supporting women's participation in political processes in the region, including as decision-makers and leaders, is one of ROAS core thematic priorities.² The results envisaged increasing representation and participation of women in political parties and political decision-making — from the local to the national level — as well as women's representation, leadership and influence in other areas of civic engagement. To achieve this impact, ROAS pursues outcome level results, specifically:

1. Constitutions, legal frameworks, and policies to advance women's right to participate in decision making at national and local levels are reformed/adopted and implemented
2. Gender responsive measures (mechanisms, processes and services) promote women's leadership and participation in politics
3. Gender equality advocates influence constitutions, legal frameworks and policies to increase women's leadership and political participation

To contribute to these outcomes, UN Women ROAS works through its normative, operational and coordination mandates. At the regional level, the **normative** work involves the provision of technical support to national and regional partners to increase their capacity to ensure that a women's rights and gender perspective agenda is increasingly reflected in constitutional, legal and institutional frameworks, advocate for women to take active roles in national dialogues and peace processes, and support intergovernmental processes to strengthen the normative policy framework on gender equality. **Operational** work includes establishing knowledge hubs, facilitating sharing of experiences and lessons learned across the region, the creation of networks and coalitions, production and dissemination of knowledge products and tools, and capacity development. **Coordination** work includes inter-agency partnerships to support key stakeholders in integrating a gender perspective.

UN Women's Strategy for supporting women's participation in political processes in the region relies on several key outputs,

1. Enhanced capacity at national and sub-national levels to develop and implement constitutions, legal frameworks and policies that promote women's political participation
2. National institutions produce sex-disaggregated data and statistics for gender sensitive policy-making and service delivery
3. National institutions have improved access to knowledge products and tools to formulate and implement gender sensitive policies
4. Strengthened capacities of Parliaments to adopt policies, legislation and procedures that promote gender equality and women's empowerment
5. Coordinated UN action through adoption of policies and guidance on TSM and electoral support on women's leadership and political participation.
6. Strengthened dialogue mechanisms and enhanced policy space to enable gender equality advocates and civil society to promote political participation
7. Capacities of political parties are strengthened to adopt a gender perspective in their campaign platforms, party structures and policies
8. Capacity of civil society is strengthened to represent and advocate for women's interests and gender equality on the national and local levels.

The ROAS covers 17 countries in the Arab States region, specifically: Algeria, Bahrain, Egypt, Iraq, Jordan, Kuwait, Lebanon, Libya, Morocco, Oman, Palestine, Qatar, Saudi Arabia, Syria, Tunisia, United Arab Emirates, and Yemen. Within the Arab States, UN Women has multi-

² This priority is aligned with UN Women Strategic Plan 2014-2017 Impact Area 1 – Women lead and participate in decision making at all levels.

country or country offices in Egypt, Iraq, Jordan, Morocco (multi-country office covering Morocco, Algeria and Tunisia), and Palestine. UN Women work is being implemented in both countries with programme presence and no programme presence.

Key stakeholders for UN Women's political participation work in the Arab States include: i) Member States (including bilateral donors; ii) UN System, at country, multi-country and regional levels; iii) Key national stakeholders (Ministries, Parliaments, Electoral commissions, National Women Machineries, networks of women politicians, political parties); iv) Regional intergovernmental bodies (the Arab League); v) Regional Parliaments (Arab Parliament); vi) Key subnational stakeholders (regional and local councils); and vii) Academia, foundations and women's rights non-governmental organizations.

II. Purpose, scope and objectives of the evaluation

The main purpose of the thematic evaluation on women's political participation is to contribute to enhancing UN Women ROAS's approach to promoting women's leadership and political participation. The findings will be used for strategic policy and programmatic decisions, organizational learning and accountability as well as for the identification of good practices to advance women's political participation in the decision making process at all levels. The evaluation is also expected to feed into UN Women's efforts to promote Women's Political Participation (WPP) components in the Post-2015 agenda and Beijing +20 process. The findings are expected to inform the mid-term review of UN Women ROAS Strategic Note. The targeted users of the evaluation are UN Women Senior Management, programme staff, and key stakeholders (donors, other regional actors working on WPP, UN system) in the area of Women's Political Participation (WPP).

This formative evaluation will analyze planning and implementation of WPP thematic area as well as assess progress towards UN Women's goal to increase the women's participation in political processes during the **time period 2013 to the end of 2015** through its normative, operational and coordination work. It will take into consideration the approach for WPP identified in the new ROAS Strategic Note for 2015 - 2017 and ongoing efforts by UN Women ROAS to re-formulate its strategic vision/approach for this area with the aim of providing strategic input to this process. The scope of the evaluation is regional; it will include all dimensions of ROAS work, namely its mandates to support normative, operational and coordination work at regional and country levels. While recognizing that all thematic areas of UN Women's Strategic Plan are inextricably linked to each other, the evaluation will focus on interventions whose primary focus is supporting women's participation in political processes, including ensuring women's leadership and participation in peace and security processes, specifically national dialogues.³

The specific objectives of the evaluation are to:

1. Assess the **relevance** of UN Women's ROAS WPP strategy at regional, national, and local levels, as well as UN Women's comparative advantage/added value in the WPP thematic area as compared with key partners, for example, UN System;
2. Assess **effectiveness and organizational efficiency** in progressing towards the achievement of results, as defined in the 2012-2013, 2014, and 2015-2017 strategic plans;
3. **Identify and validate lessons learned, good practice examples and innovations** of work supported by UN Women;
4. Provide **actionable recommendations** with respect to UN Women's WPP strategy in the region.

³ The scope will not include work that is being conducted under the Fund for Gender Equality.

Key evaluation questions⁴:

Relevance:

- To what extent is UN Women strategically positioned to enhance WPP at national and regional levels?
- To what extent does UN Women's approach complement and add value to that of its key partners?
- Has UN Women been able to generate a process to strengthen women leadership supporting women's strategic interests and promoting sustainable progress on WPP? Which strategies should be implemented to reinforce this?
- To what extent has UN Women ROAS established a relevant, realistic, strategic, innovative and clear approach (covering normative, operational and coordination roles) for its work in support of women's political participation?
- To what extent do the WPP activities undertaken by UN Women address the underlying causes of inequality and discrimination?
- To what extent is UN Women's work aligned with other agencies globally recognized concepts and objectives such as promoting parity and transformational leadership?
- How can UN Women's approach to WPP be enhanced to better contribute to current development priorities such the post-2015 development framework and Beijing +20 discussions?

Effectiveness:

- What is the progress towards results at regional and national levels that UN Women has contributed to so far?
- Are there opportunities for replication and scaling-up good practices and innovative approaches?
- Which level of intervention is more effective to influence in gender structural transformations, the local, sub-regional, national or international?
- What innovative factors, dynamics and mechanisms would contribute to the achievement of more sustainable results, e.g. with parliamentary women caucus, with political parties, with electoral commissions, with municipalities?
- To what extent has UN Women's approach to engaging with key partners (Arab League, UN system, CSOs....) been effective?
- To what extent human rights based approach and gender equality were incorporated in the design and implementation of WPP interventions?
- What are enabling and limiting factors that contribute to the achievement of results and what actions need to be taken to overcome any barriers that limit the progress?

Efficiency:

- What operational mechanisms are needed to make UN Women's approach on WPP more efficient and effective?
- To what extent is learning from initiatives being implemented in the field under regional programmes feeding into the regional approach and vice-versa?
- Do current reporting guidance and practices reflect the medium term impact on UNW's WPP work?
- Are human and financial resources in line with the political mandate of UN Women in WPP and the solid substantive input required to respond to demands identified in the field?

⁴ The proposed criteria and evaluation questions will be discussed with the evaluation team and refined in the inception report if needed

- Which strategies would be more efficient to promote south-south cooperation, enhancing mutual knowledge of initiatives and programs promoting WPP?
- Have there existed obstacles at country level (political, bureaucratic) that have limited the progress on the commitment towards women's political empowerment?
- Were there any constraints (e.g. political, practical, and bureaucratic) to addressing human rights and gender equality efficiently during implementation? What level of effort was made to overcome these challenges?

Impact

- To what extent as a result of UN Women's intervention can we observe positive changes in the decisions adopted by women politicians?
- To what extent as a result of UN Women's intervention can we conclude that political parties (or other regional and national legislative bodies) are better off in terms of gender sensitive policies?

III. Methodology

The evaluation will be a transparent and participatory process involving relevant UN Women stakeholders and partners at the regional and country levels. The evaluation will be based on gender and human rights principles, as defined in the UN Women Evaluation Policy⁵ and adhere to the United Nations norms and standards for evaluation in the UN System⁶. The evaluation methodology will employ mixed methods and an innovative approach for capturing results, to ensure that the views of a diverse group of participants are represented in the evaluation. An important component of this evaluation will be the assessment of UN Women's results logic and approach for enhancing women's leadership and political participation. The logic model based on UN Women ROAS Strategic Notes 2012-2013, 2014, and 2015-2017 will be used to assess whether this area is on the right track and whether current and proposed interventions have the potential to achieve proposed outcomes in the planned time-frame. The analysis of the application of human rights and gender equality principles in WPP interventions will be an integral part of the final evaluation report.

The evaluation will have three levels of analysis and validation of information. *Level 1* will start with a desk review of information sources on ROAS WPP work including Annual Reports, donor reports, PRODOCS, existing portfolio analyses of PP programming, and monitoring reports. *Level 2* will involve more in-depth analysis in all of the countries where ROAS has conducted work on WPP. The analysis will be primarily based on a document review and supplemented with additional online/skype interviews with the key stakeholders. *Level 3* will involve field visits to 3-4 countries and will deploy a number of evaluation methods. A comparative analysis will be applied to systematically compare and analyze data from levels 2 and 3 to identify, if possible, necessary characteristics and factors for the progress towards results to occur.

The following data sources will be utilized and data will be triangulated to ensure validity and reliability:

- Review of key documents: UN Women Strategic Plans; ROAS Strategic Notes; intergovernmental mandates; UN Women Annual Reports; monitoring/reporting information, including donor reports for regional programmes and initiatives; Universal Periodic Review (UPR), CEDAW reports, Beijing +20etc.;
- Interviews/focus groups with a purposive sample of UN Women staff, UN system partners, national level partners, civil society partners, donors, and regional entities.

⁵ UN Women, *Evaluation policy of the United Nations Entity for Gender Equality and the Empowerment of Women* (UNW/2012/12)

⁶ United Nations Evaluation Group, Norms and Standards for evaluation in the UN System, access at: http://www.uneval.org/normsandstandards/index.jsp?doc_cat_source_id=4

- 3-4 Country field visits: A set of criteria for selecting countries will be developed by the Evaluation Team in consultation with the evaluation reference group. The parameters may include the size of investment, sub thematic-representation, potential for scaling-up, and feasibility of evaluation mission. However, a key criterion for the selection of case study countries is their potential to generate knowledge and learning on effective programming approaches.

The evaluation process has five phases:

- 1) **Preparation:** gathering and analyzing programme data, conceptualizing the evaluation approach, internal consultations on the approach, preparing the TOR, establishment of the reference group, and recruitment of the evaluation team;
- 2) **Inception:** consultations between the evaluation team and the Regional Office, programme portfolio review, stakeholder mapping, inception meetings with the reference group, review of the results logic for this thematic area, finalization of selection criteria for country case studies, finalization of evaluation methodology and inception report;
- 3) **Data collection and analysis:** desk review, in-depth review of regional and relevant country level planning frameworks and programme documents, and online interviews, staff and partner survey/s, visits to 3-4 countries;
- 4) **Analysis and synthesis stage:** analysis of data and interpretation of findings, and drafting of an evaluation report and other communication products; and
- 5) **Dissemination and follow-up:** development of a Management Response, publishing of the evaluation report, uploading the published report on the GATE website⁷, and production of other knowledge products and learning events, such as a webinar and an evaluation brief.

IV. Evaluation Management

The UN Women **ROAS** is responsible for the management and quality assurance of this regional evaluation. The Regional Office will hire an **external and independent evaluation firm** to conduct the evaluation. The evaluation firm will have a combination of the requisite experience in evaluation and technical expertise in the thematic area. ROAS will manage the evaluation process, constitute a quality assurance system and provide administrative and substantive support, including joining the evaluation team in selected field missions. The Evaluation Office, through the Regional Evaluation Specialist (RES) for the Arab States, will ensure that the evaluation is conducted in accordance with the UN Women Evaluation Policy, United Nations Evaluation Group Norms and Standards, Ethical Guidelines and Code of Conduct for Evaluation in the UN System and other key guidance documents⁸.

The establishment of **reference groups** will help to ensure that the evaluation approach is robust and relevant to staff and stakeholders, and make certain that factual errors or errors of omission or interpretation are identified in evaluation products. The core reference group will provide input at key stages of the evaluation: terms of reference; inception report; draft and final reports. It will be composed of UN Women senior managers/staff, other UN System partners, key regional level partners and civil society. Additionally, Country Reference Groups will be established for the 3-4 countries where fieldwork will be conducted. The Country Reference Groups will be composed of representatives of UN Women, UN system partners and key governmental and non-governmental organization stakeholders at the country level, including women's groups as primary constituents.

V. Expected Products and Time Frame

The proposed timeframe and expected products will be discussed with the evaluation team and refined in the inception report. The Regional Office reserves the right to ensure the quality of

⁷ UN Women's Global Accountability and Tracking of Evaluation Use (GATE) website: <http://gate.unwomen.org>

⁸ United Nations Evaluation Group, UNEG Ethical Guidelines, accessible at: http://www.uneval.org/papersandpubs/documentdetail.jsp?doc_id=102 and UNEG Code of Conduct for Evaluation in the UN system, accessible at: http://www.uneval.org/papersandpubs/documentdetail.jsp?doc_id=100

products submitted by the external evaluation team and will request revisions until the product meets the quality standards as expressed by the UN Women Evaluation Office.

Activity	Product to be delivered by Evaluation Team	General Timeframe
Inception phase of evaluation		First month
Inception report (including two rounds of revision)	Based on inception phase activities the inception report will present a refined scope, a detailed outline of the evaluation design and methodology, evaluation questions, and criteria for the selection and approach for in-depth desk review and case studies. The report will include an evaluation matrix and detailed work plan. A first draft report will be shared with the Regional Office and, based upon the comments received, the evaluation team will revise the draft. The revised draft will be shared with reference group for feedback. The evaluation team will maintain an audit trail of the comments received and provide a response on how the comments were addressed in the final inception report.	
Data collection phase of evaluation		Second month
Case studies	The findings from the country visits will be integrated into case study reports. The format of the report will be defined in the inception report. The case studies reports will be shared with the reference groups established at country level. The evaluation team will maintain an audit trail of the comments received and provide a response on how the comments were addressed in the final case study reports.	
Analysis and reporting phase		Third month
Presentation of preliminary findings	A PowerPoint presentation detailing the emerging findings of the evaluation will be shared with the Regional Office for feedback. The revised presentation will be delivered to the reference groups for comment and validation. The evaluation team will incorporate the feedback received into the draft report.	
Draft Report (including two rounds of revision prior to the final report)	A first draft report will be shared with the Regional Office for initial feedback. The second draft report will incorporate ROAS feedback and will be shared with the reference group for identification of factual errors, errors of omission and/or misinterpretation of information. The third draft report will incorporate this feedback and then be shared with the reference group for final validation. The evaluation team will maintain an audit trail of the comments received and provide a response on how the comments were addressed in the revised drafts.	

Final Report	The final report will include a concise Executive Summary and annexes detailing the methodological approach and any analytical products developed during the course of the evaluation. The structure of the report will be refined in the inception report.	
Evaluation Brief	A dissemination product/pamphlet extracting the key findings, conclusions and recommendations of the evaluation report in a user-friendly format.	
Dissemination & Follow up	<i>ROAS is responsible for presenting the evaluation report, coordinating the management response and dissemination of the evaluation</i>	Third month
	A dissemination strategy will be prepared by ROAS in order to socialize evaluation results, including publication of the report, audiences, dissemination platforms (i.e. webinar), specific events, etc.	

Key Evaluation Guidance Documents (Click for hyperlink)

- [Evaluation Consultants Agreement Form](#)
- [Evaluation Policy of the United Nations Entity for Gender Equality and the Empowerment of Women \(UNW/2012/8\)](#)
- [Integrating Human Rights and Gender Equality in Evaluations](#)
- [Integrating Human Rights and Gender Equality in Evaluation – towards UNEG Guidance](#)
- [Norms for Evaluation in the UN System](#)
- [Standards for Evaluation in the UN System](#)
- UN Women Guidance Note 8: Quality criteria for evaluation reports
- [UNEG Code of Conduct for Evaluation in the UN System](#)
- [UNEG Ethical Guidelines](#)
- [UNEG Quality Checklist for Evaluation Reports](#)

Key Programme link

- <http://arabstates.unwomen.org/en/what-we-do/leadership-and-political-participation>

VI. Evaluation Team

The core evaluation team will be composed of 2-3 independent consultants from a firm with extensive experience in evaluation and in the thematic area of women's political participation and leadership and regional experience. The team will include an experienced team leader; a senior women's political participation expert (preferably with evaluation experience); and a senior evaluation expert. All team members must sign the "Evaluation consultant's agreement form," based on the UNEG Code of Conduct and Ethical Guidelines for Evaluation in the UN system.

The combined expertise of the team should include:

- Advanced evaluation expertise and experience in a wide range of evaluation approaches including utilization-focused, gender and human rights responsive, and mixed methods.
- Previous experience in conducting thematic evaluations as well as corporate and complex multi-stakeholder evaluations, preferably for the UN system.
- Knowledge of the relevant international frameworks pertaining to gender equality and women's political participation and WPP country level programming expertise in gender equality and women's empowerment, gender mainstreaming, gender analysis and the related UN mandates; experience/knowledge of women's movements.
- Strong experience and knowledge in human rights issues, the human rights-based approach to programming, human rights analysis and related UN mandates.
- Strong experience of knowledge management and knowledge about innovative approaches for women's political participation.
- Excellent analytical, facilitation and communications skills; ability to negotiate with a wide range of stakeholders.
- Fluency in Arabic, French and English.
- Balance in terms of gender and international / national representation is desirable.
- Experience in Maghreb and Mashraq countries.

Below is a more detailed description of the tasks and qualification requirements for each team member.

Team Leader

The team leader, with at least 15 years of evaluation experience, will be responsible for delivering the key evaluation products. S/he will coordinate the work of all other team members during all phases of the evaluation process, ensuring the quality of outputs and application of methodology as well as timely delivery of all products. In close collaboration with the Evaluation Task Manager (RES), he/she will lead the conceptualization and design of the evaluation, the coordination and conduct of the country visits and the shaping of the findings, conclusions and recommendations of the final report.

More specifically the tasks of the team leader include:

- Developing an inception report outlining the design, methodology and the criteria for the selection of the case studies, required resources and indicative work plan of the evaluation team. Assigning and coordinating team tasks within the framework of the TOR.
- Directing and supervising the research and analysis of secondary evidence, project documents, databases and all relevant documentation.
- Coordinating the conduct, overseeing and assuring quality of country visits, and taking a lead in the analysis of evaluation evidence.
- Drafting the evaluation report and leading the preparation of specific inputs from designated team members, based on country visits, desk research, focus groups, surveys, etc.
- Preparing for meetings with the Evaluation Task Manager and other stakeholders to review findings, conclusions and recommendations.
- Leading the stakeholder feedback sessions, briefing the Evaluation Task Manager on the evaluation through informal sessions and finalizing the report based on feedback from the Evaluation Task Manager.
- Preparing evaluation brief, PPT presentation and working with the report editor, responding to final edits on the evaluation report.
- Participating in a Webinar to present evaluation results.

Qualifications:

- At least 15 years practical experience in conducting evaluations of international policies and programmes utilizing a wide range of approaches and methods including utilization focused, gender and human rights responsive, and mixed methods with a background in political science;
- Extensive experience acting as team leader for complex evaluations and proven ability to manage a diverse evaluation team;
- Previous experience in conducting evaluations on WPP or related themes would be considered an asset;
- Excellent knowledge of the UN system, UN reform processes and UN Women programming at the regional and country level;
- Experience and knowledge on gender equality and women's empowerment, gender mainstreaming, gender analysis and the related mandates within the UN system; experience/knowledge of women's movements;
- Experience or knowledge on the human rights international framework, parliamentary work, democracy, governance, rule of law, and related mandates within the UN system;
- Excellent analytical, facilitation and communications skills and ability to negotiate amongst a wide range of stakeholders;
- Fluent in English; working knowledge of Arabic and French desirable.

Senior WPP Expert

The senior women's political empowerment expert will provide substantive advice on the integration of WPP issues and analysis in evaluation. Under the overall supervision of the evaluation team leader, the senior WPP expert will participate in the inception and the conduct phases of the evaluation. S/he will provide inputs to the inception report and participate in the field work. In addition, s/he will contribute to the preparation of the final report and evaluation brief as necessary.

Qualifications:

- At least 10 years professional experience in WPP field, such as parliamentary work, work with political parties, work with women movements/think tanks/academia working on WPP;
- Experience/knowledge on gender equality and women's empowerment issues, gender mainstreaming, gender analysis and thorough knowledge of the related mandates within the UN system and particularly that of UN Women's;
- Knowledge of human rights issues, the human rights-based approach to programming, human rights analysis and related mandates within the UN system;
- Strong analytical, facilitation and communications skills and ability to negotiate amongst a wide range of stakeholders;
- Fluent in Arabic and English, French is desirable.

Senior Evaluation Expert

The senior evaluation expert will provide substantive advice on the design and implementation of evaluation methodology. Under the overall supervision of the evaluation team leader, the senior evaluation expert will participate in the inception and the conduct phases of the evaluation. S/he will provide inputs to the inception report and participate in the field work. In addition, s/he will contribute to the preparation of the final report and evaluation brief as necessary.

Qualifications:

- At least 7 – 10 years practical experience in conducting evaluation of international policies and programmes utilizing a wide range of approaches and methods including utilization focused, gender and human rights-responsive, and mixed methods and background in social research;
- Strong knowledge of human rights issues, the human rights-based approach to programming, human rights analysis and related mandates within the UN system;
- Knowledge of the UN system, UN reform processes and UN programming at the regional and country level;
- Experience and knowledge in gender equality and women’s empowerment, gender mainstreaming, gender analysis and the related mandates within the UN system;
- Experience/knowledge of women’s movements would be considered an asset;
- Excellent analytical, facilitation and communications skills and ability to negotiate amongst a wide range of stakeholders;
- Fluent in Arabic and English, French is desirable.

VII. Payment Terms

The payments will be completed after receipt of invoice as well as receipt and acceptance of the product/s. The schedule of payments is as follows:

Deliverable	Payment condition
Inception Report	20% of the total contracted after receipt of invoice as well as receipt and acceptance of the deliverable.
Draft evaluation report with case studies in draft form plus PowerPoint Presentation	40% of the total contracted after receipt of invoice as well as receipt and acceptance of the deliverable.
Final Evaluation Report and Evaluation Brief	40% of the total contracted after receipt of invoice as well as receipt and acceptance of the deliverable.

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for

Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

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

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

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

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

PRICE SCHEDULE

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

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

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

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

A. Cost Breakdown per Deliverables

	Deliverables	Percentage of Total Price	Price (Lump Sum, All Inclusive)
1	Deliverable 1		
2	Deliverable 2		
3	Etc.		
4			
5			
	Total	100%	USD

B. Cost Breakdown by Resources

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

Description of Activity/Item		Number of personnel	Monthly Rate	Period of Engagement	Total Amount
1.	Personnel services				
1.1	Services				
	Team leader				
	Expertise 1				
	Expertise 2....				
2.	Out of pocket expenses				
2.1	Travel				
2.2	Per Diem Allowances				
2.3	Communications				
2.4	Other (specify)				
3.	Other related costs				
	(specify)				

CONSORTIUM / JOINT VENTURE / ASSOCIATION FORM

RFP/ITB Number: _____

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

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

Signatures of all partners of the JV:

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

Name of partner: _____
 Signature: _____
 Date: _____

Name of partner: _____
 Signature: _____
 Date: _____

Name of partner: _____
 Signature: _____
 Date: _____

Name of partner: _____
 Signature: _____
 Date: _____

**MODEL INSTITUTIONAL SERVICES CONTRACT OR
PROFESSIONAL SERVICES CONTRACT**

This Contract dated [date] is made

BETWEEN

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

AND

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

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

WITNESSTH

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

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

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

Article 1
Contract Documents

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

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

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

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

[1.1.4 [other annexes that may be relevant]]

1.2 The Contract Documents are complementary of one another but,

- 1.2.1 First, this document;
- 1.2.2 Second, Annex A;
- 1.2.3 Third, Annex B;
- 1.2.4 *Fourth, Annex C; [and]*
- [1.2.5... *other Annexes*]

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

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

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

Article 2
Effective Date and Term

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

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

Article 3
Representations and Warranties

3.1 The Contractor represents and warrants that:

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

Obligations of the Contractor

OPTION 1 (DELIVERABLES SCHEDULE)

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

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

DELIVERABLES

DELIVERY DATES

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

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

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

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

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

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

4.9 The Contractor shall at all times keep the premises free of accumulation of waste materials or rubbish caused by its operations. At the completion of the Services, the Contractor

shall remove all its waste materials, rubbish, tools, equipment, machinery and surplus materials from, on and around the premises. If the Contractor fails to clean up the premises upon the completion of the Services, the UN may do so, and the Contractor shall be liable for the costs thereof.

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

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

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

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

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

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

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

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

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

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

Article

5

Contract Price

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

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

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

5.4 UN Women shall effect payments to the contractor after acceptance, by UN Women of the invoices submitted by the Contractor to the address specified in article 6.1, upon achievement of the corresponding milestones and for the following amounts:

Milestone

Amount

Target Date

Invoices shall indicate the milestones achieved and corresponding amount payable. They shall also include whatever supporting documentation of the actual costs incurred is required in the Price Schedule or may be required by, UN Women.

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

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

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

Article 6

Submission of Invoices

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

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

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

Article 7

Time and Manner of Payment

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

- (a) Name of Bank:

- (b) Bank Address:
- (c) Bank ID:
- (d) Account No:
- (e) Title/name:
- (f) Currency of Payment:
- (g) Currency of Bank Account:
- (h) Type of Account:

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

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

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

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

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

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

Article 8

Review; Improper Performance

8.1 UN Women reserves the right to review and inspect (including the performance of tests, as appropriate) all Services performed by the Contractor under this Contract, to the extent practicable, at all reasonable places and times during the term of this Contract. UN Women

shall perform such review and inspection in a manner that will not unduly hinder the performance of the Services by the Contractor. The Contractor shall cooperate with all such reviews and inspections by UN Women, at no cost or expense to UN Women.

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

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

8.2.2 If the Contractor does not promptly take corrective measures or if UN Women reasonably determines that the Contractor is unable to remedy the improper performance in a timely manner, UN Women may obtain the assistance of other entities or persons and have corrective measures taken at the cost and expense of the Contractor. In addition, in the event of UN Women obtains the assistance of other entities or persons, the Contractor shall cooperate with UN Women and such entity or person in the orderly transfer of any Services already completed by the Contractor.

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

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

Article

9

Special Conditions - Liquidated Damages

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

9.2 In the event of the Contractor's failure to comply with the time periods in the Contract, without prejudice to any other rights or remedies that UN Women may have under this Contract or otherwise, United Nations may, at its sole option, demand liquidated damages for such delay ("Liquidated Damages"). Such Liquidated Damages shall be *5 percent of payable amount*, for each *5 business days* of delay beyond the date upon which the Services were due to have been completed.

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

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

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

Article 10

Notices

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

If to the Contractor:

[Please insert address of Contractor]

Attn: *[name/title]*

Fax: *[number]*

Email: *[email]*

If to the UN Women:

[Please insert address of UN Women]

Attn: *[name/title]*

Fax: *[number]*

Email: *[email]*

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

Article 11

Amendment

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

Article 12

Miscellaneous

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

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

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

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

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

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

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

FOR [NAME OF CONTRACTOR]

FOR UN Women

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____