

## Request for Proposal (RFP)

**Date: 3 September 2014**

Dear Sir/Madam,

**Subject: RFP for the evaluation of the Gender Responsive Budgeting (GRB) programmes in Nepal.**

1. You are requested to submit a proposal for evaluation services, 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. Your offer comprising of technical proposal and financial proposal, in **separate sealed envelopes or in two separate emails** should reach the following address no later than 16 September 2014, 5:00 PM Nepal time.
  - a. **Mail/courier/personal delivery:** The Financial Part and the Technical Part of proposals MUST BE COMPLETELY SEPARATED into two separate envelopes and each of them must be sealed individually and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. These two envelopes can then be placed into a single envelope. The Proposals are to be delivered to and marked as follows:

**UN WOMEN Nepal Office**  
**201/42, Ramshahpath**  
**Thapathali, Kathmandu, Nepal**  
**Phone: 4255110, 4254899**
  - b. **E-mail Submission:** Your proposal (in PDF format) must be signed and stamped in all relevant places. The Financial Part and the Technical Part of proposal MUST BE COMPLETELY SEPARATED and submitted in two separate e-mails to UN Women e-mail address as per the following:

The technical proposal with clear subject line as “**Technical Proposal: RFP-UN Women/ evaluation of the Gender Responsive Budgeting (GRB) Programmes in Nepal** (containing the Proposal Submission Form, Annex III, and the Technical Component of your proposal) must be submitted to above mentioned address.

The financial proposal with clear subject line as “**Financial Proposal: RFP-UN Women/ evaluation of the Gender Responsive Budgeting (GRB) Programmes in Nepal** (containing your Price Proposal in the format of Annex IV) must be submitted to above address:

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

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

Damar Pd. Ghimire  
Operations Manager  
UN Women Nepal

## Instructions to Offerors

### A. Introduction

#### 1. General

Purpose of RFP

UN WOMEN is seeking the services of qualified firm to conduct an evaluation of the **Gender Responsive Budgeting (GRB) Programmes** in Nepal.

This RFP is open to all national and international agencies that are legally constituted, can provide the requested products/services/works, and have a valid registration in the country or through an authorized representative. An Offeror may be a private, publicly owned legal entity or any combination of them.

#### 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 Offerors' risk and may affect the evaluation of the Proposal.

#### 4. Clarification of solicitation documents

A prospective organization requiring any clarification of the Solicitation Documents may notify the procuring UN WOMEN entity in writing by email to [registry.nepal@unwomen.org](mailto:registry.nepal@unwomen.org). The procuring UN WOMEN entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than one week prior to the deadline for the submission of Proposals. Written copies of organization's response (including an explanation of the query but without identifying the source of inquiry) will be uploaded in website (<http://www.ungm.org>). Prospective organizations are requested to look up the mentioned website for our responses on the clarifications until the close by date.

#### 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; (e.g. financial statement for most current year, previous job/contracts reference, accreditations, etc)
- (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 Nepali Rupees (NPR).

**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**

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

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal. The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

**13. Payment**

UN WOMEN shall effect payments to the Contractor (selected) 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 seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

- addressed to –

**UN WOMEN Nepal Office  
201/42, Ramshahpath  
Thapathali, Kathmandu, Nepal  
Phone: 4255110, 4254899**

and,

- marked with – **“RFP-UN Women/ evaluation of the Gender Responsive Budgeting (GRB) Programmes in Nepal”**

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

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

**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 16 September 2014, 5:30 PM Nepal time.

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

#### **16. Late Proposals**

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

#### **17. Modification and withdrawal of Proposals**

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

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

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

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

### **E. Opening and Evaluation of Proposals**

#### **18. Opening of proposals**

The procuring entity will open the Proposals in the presence of a Committee formed by the Operations Manager.

#### **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 with the highest combined score in both the technical and the price proposals.

### Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	<b>Management Plan</b> Expertise of Firm/Organisation submitting Proposal	30%	300					
2.	<b>Proposed Methodology</b> Proposed Work Plan and Approach	40%	400					
3.	<b>Resource Plan</b> Personnel	30%	300					
<b>Total</b>			<b>1000</b>					

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:** Expertise of Firm / Organisation Submitting Proposal

**Form 2:** Proposed Work Plan and Approach

**Form 3:** Personnel



## Criterion for evaluation

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Management Plan</b> Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	55					
1.2	Litigation and Arbitration history	25					
1.3	General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	70					
1.4	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	15					
1.5	Quality assurance procedures	35					
1.6	Relevance of: - Specialized Knowledge - Experience on Similar Programme / Projects - Experience on Projects in the Region - Work for other UN agencies/ major multilateral/ or bilateral programmes	100					
		300					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
<b>Proposed Methodology</b> Proposed Work Plan and Approach							
2.1	Proposal overall quality, clarity and adherence to the RFP guidelines.	70					
2.2	Is the scope of task well defined and does it correspond to the TOR? Specifically, does the proposed evaluation framework present questions, aligned with appropriate criteria, indicators and with means of verification	90					
2.2	Extent to which the proposal presents a specific approach and a variety of techniques for gathering and analyzing data that are feasible	100					

	and applicable in the timeframe and context of the task, and incorporates human rights and gender equality perspectives as well as innovative presentation of findings						
2.3	Are the different components of the project adequately weighted relative to one another?	50					
2.4	Extent to which the timeframe and human resources indicated in the work plan are realistic and useful for the needs of the evaluation	50					
2.5	Extent to which the evaluators reflect clear professional commitment with the subject of the assignment and follow UN Evaluation Group (UNEG) ethical code of conduct	40					
		400					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
<b>Resource Plan</b>								
Personnel								
3.	Task Manager/coordinator		130					
			Sub-Score					
	General Qualification		115					
	Suitability for the Project							
	- International Experience	20						
	- Training Experience	20						
	- Professional Experience in the area of specialization	55						
	- Knowledge of the region	20						
	- Language Qualifications	15						
			130					
3.	Senior Expert		100					
			Sub-Score					
	General Qualification		85					
	Suitability for the Project							
	- International Experience	15						
	- Training Experience	10						
	- Professional Experience in the area of specialization	50						
	- Knowledge of the region	10						
	- Language Qualifications	15						
			100					

4	Expert- Junior		70					
	General Qualification	60						
	Suitability for the project							
	International Experiences	5						
	Training Experience	10						
	Professional Experience in the area of specialization	35						
	Knowledge of the region	10						
	Language qualifications	10						
		70						
	<b>Total Part 3</b>		300					
	<b>70% of 1000pts = 700 pts needed to pass technical</b>							

## 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**  
**EVALUATION OF THE GENDER RESPONSIVE BUDGETING (GRB) PROGRAMMES IN NEPAL**

**Background and context**

i. Background

Gender-responsive budgeting (GRB) has become an internationally acknowledged tool for achieving gender equality. This tool was first pioneered in Australia in 1984, with a federal government assessment of the budget's impact on women. A decade later, the concept was endorsed by the UN's Fourth World Conference on Women and the Beijing Platform for Action in 1995. At present, more than 90 countries pursue a variety of GRB initiatives that span civil society, government, and international organisations.

Government of Nepal (GON) initiated Gender Responsive Budgeting (GRB) process in Nepal since 2001 in collaboration with UNW Nepal. With the continuous collaboration and technical support, GON established a Gender Responsive Budget Committee (GRBC) at the MOF in 2005, under the leadership of the Chief Budget and Programme Division. The GRBC was established as a permanent body within the MOF with the mandate to design a GRB system that can be applied both at macroeconomic and sectoral level, to scrutinize budget allocation and public expenditure from a gender perspective and finally to assess the impact of development policies on women and men. The GRBC is also providing policy guidelines for the implementation of GRB system to all sectoral ministries, donors, development partners and other government bodies. During the initial period the support was for the gender assessment and gender budget audit of 7 ministries i. e. Agriculture, Forestry, MoWCSW, Education, MoFALD, Health, and Labour between 2002- 2007. MOF formally introduced the GRB system with the recommendation of GRBC since Fiscal Year 2007/2008 with UN Women support. Specifically, GRB activities in Nepal fall under four broad categories:

1. *Integrating GRB in to the government budgeting manuals and guidelines:* The MOF has prepared and implemented budget classification criteria using GRB principles in three categories: directly gender responsive, indirectly gender responsive or neutral across the sector and integrated them into the budget forms, planning manuals and relevant guidelines to ensure that all budgets have been categorised using above criteria;
2. *Integrating GRB in to the government budgeting system:* MOF has revised its Budget Management Information System (BMIS), Line Ministry Budget Information System (LMBIS) of the sector ministries integrating the GRB classification criteria in the budgeting system. The Financial Management Information System (FMIS) operated by Financial Comptroller General Office (FCGO) also integrated GRB classification criteria to track the budget expenditure regularly through the GRB principles. Office of Auditor General has made provision of the GRB criteria in their audit checklist;
3. *Localization of GRB:* As part of the localization of GRB, Ministry of Federal Affairs and Local Development (MOFALD) through Local Governance and Community Development Programme (LGCDP) has been institutionalizing GRB at local level. UN Women has supported MOFALD for localizing GRB since 2010. A number of capacity development activities to the officials of local-level government bodies i.e. District Development Committee (DDC), Municipalities, and Village Development Committee (VDC) responsible for planning and budgeting have been conducted since 2010. The phase II of LGCDP (2013/14-2016/17) has incorporated gender equality as a crossing issue and GRB as a tool to achieve it, and UN women is supporting this initiative;
4. *Development of Knowledge base:* Promoting knowledge and learning, through workshops and training, on gender responsive budgeting facilitates replication of good practices and exchange of lessons learnt;

As a result, the government's directly gender responsive budget allocation has increased to 21.75% in 2013/14 from 11.30% in 2007/08. GRB system was also introduced in the Budget reform, which entailed strengthening the Public Finance Management (PFM) System, establishing a Medium Term Expenditure Framework (MTEF) & Budgetary Framework (MTBF), and moving towards performance based budgeting.

The GON current Approach paper of the 13<sup>th</sup> Three Years Development Plan, (2013/14- 2015/16) has laid emphasis on mainstreaming gender in all sectoral policies and programmes; institutionalization and localization of GRB system to get more impact as a strategy to achieve gender equality goal. In the same line, the plan also sets the target of achieving 25% of budget for directly gender responsive programmes by end of the plan period. Similarly, the Budget Speech of the GON for the Fiscal Year 2013/14 gave continuity to GRB to enhance gender equality. UN Women has supported GRB initiatives since 2001 in over 35 countries and supporting GRB efforts in 65 countries as of 2013 and has positioned itself as a leading player in GRB in the UN system. The main objective of UN Women's GRB initiatives is to contribute to the realization of women's rights and gender equality through changes in budget priorities as well as increased women's participation in budgetary debates and decision-making. Towards this objective, UN Women supports efforts towards incorporating a gender perspective into national planning, budgeting, monitoring and evaluation processes. UN Women's GRB programme operates at the regional and country level. The programme has also launched partnerships with UN agencies and other development partners and resulted in increased support for GRB around the world. UN Women's approach to GRB has been pursued by assisting governments to introduce measures for incorporating gender into their public finance management systems, and building the capacity of officials to apply GRB to ensure that budget policies and outcomes are gender-responsive. This approach also emphasizes the importance of bringing gender equality advocates, parliamentarians and other stakeholders into the budgeting process.

In addition to working on national planning and budgeting processes, UNW Nepal's work has also focused on ensuring gender equality and women's human rights are considered in planning and budgeting processes of government and donors. UN Women has supported the GON in conducting advocacy to engender the national budget process and policies to reflect gender equality principles in programming; provided technical support to ensure the priorities for women are reflected in sectoral allocations; and knowledge and learning on gender responsive budgeting facilities. It helped to assess the level of contribution towards gender equality. However, so far no impacts evaluation has been conducted of GRB activities and initiatives in Nepal to analyse the further improvement and sustain the initiative and system. In this context, it has been felt a need for an independent evaluation of GRB programmes in Nepal to see its result by the MOF and UN Women. The lessons from this evaluation are expected to strengthen and contribute to the improvement of the existing GRB system and forthcoming programme in Nepal.

The GRB initiative and system is in operation at the central level. However, the responsible agency needs to travel to the districts to collect field level data and information. The assignment is expected to be accomplished in eight months (1 July 2014- 28 February 2015).

#### ii. Purpose and use of evaluation:

The main purpose of this evaluation is to assess how the GRB initiative, system and programme contributed to gender equality in Nepal. The evaluation will examine the GON work and UN Women's support on GRB in Nepal for the last seven years. It will provide findings and recommendations that are expected to assist in identifying strategies and operational approaches to strengthen MOF and sector ministries in the area of gender responsive budgeting. It will be useful for adequate resource allocation as well as for adopting other fiscal measures to ensure women's empowerment and gender equality.

#### **Objectives**

The key objectives of this evaluation are to:

- Review all Ministry of Finance's and sector ministries initiatives and activities that have been undertaken under the GRB programme between 2007/8-2013/14;
- Assess the logic that underpins the Government of Nepal's GRB programme in Nepal;
- Evaluate the relevance, effectiveness, usage and efficiency of the GRB in the context of advancing gender equality in Nepal;
- Identify the enabling and disabling factors from the political, social, economic and institutional context that will affect GRB system and practices;

- Identify gaps and form recommendations for the improvement of GRB programmes so that governance and national planning fully reflect accountability for gender equality commitment and priorities; and
- Document lessons learned to inform future work of the Government of Nepal in addressing gender equality within the context of the aid effectiveness agenda.

The lessons from this evaluation are expected to strengthen and contribute to the improvement of the GRB programme in Nepal. This exercise is expected to provide MOF and UN Women and relevant stakeholders with an independent, sound and accountable evaluation that assesses the:

- **Relevance** measured by the extent to which Gender Responsive Budgeting is relevant in the context of achieving gender equality;
- **Effectiveness** measured by the extent to which GRB initiatives of UN Women support the process of developing Gender Responsive Budgets;
- **Usage** measured by the extent to which the GON initiatives and training are being used by the beneficiaries for gender responsive budgeting; and
- **Efficiency** measured by the efficiency of the GON initiatives in training government functionaries and other beneficiaries for developing gender responsive budgets.

The findings will be timely as GON is strengthening GRB system institutionalizing in the sector ministries and local government bodies and UN Women is supporting the government initiatives as well as the global community to accelerate their efforts to ensure that women's priorities were adequately reflected in national budgeting processes and make concrete changes for resource allocation towards women's priorities.

### iii. Scope

This evaluation will assess the progress and achievements of the GRB programme in Nepal in terms of its coverage and usage. Coverage is measured by the number of ministries, government officials, parliamentarians, research organizations and CSOs with whom MOF and sector ministries has partnered and trained with UN Women support. Coverage also includes work at the national or local level. As such the geographical scope of this evaluation includes work undertaken by the MOF and sector ministries to support GRB programme at the national level. Usage is measured by number of budget processes/documents that have tried to incorporate a gender perspective and the quality of the GRB work initiated; number of knowledge products on GRB produced and its usage; usage of trainings and capacity building workshops etc.

The time frame for this evaluation will be GRB programme activities and initiatives taken by MOF supported by UN Women between 2007/08-2013/14. The substantive scope for this evaluation includes all GRB programme across all districts in Nepal. Details on evaluation methodology and sampling strategy are discussed in Section V below.

### Evaluation questions

In addition to addressing the following evaluation criteria – relevance, effectiveness, usage and efficiency – this evaluation will be organized around a set of specific questions, each of which may address more than one of the criteria. These questions and sub-questions are intended to make the criteria more precise and accessible, thus optimizing the focus of the evaluation.

#### *Relevance*

#### **I. What is the relevance of the GRB programme in Nepal within the broader national planning, budgeting and monitoring frameworks?**

- To what extent has the programme been successful in positioning the GRB work within broader national planning, budgeting and monitoring frameworks?
- How was the situation and needs analysis undertaken for the GRB projects/activities?
- How were the priorities identified?
- Has the programme contributed to increased policy-level coherence on gender equality in the aid effectiveness agenda or not?

#### *Effectiveness*

#### **II. How effective is the GRB initiative of the Government of Nepal in terms of contents and delivery, in promoting women's equality through gender responsive budgeting?**

- To what extent has the GRB initiative and system been successful in introducing changes in the budgeting processes of various stakeholders to better respond to gender needs e.g. budgeting process, guidelines and budgeting instruments?

- To what extent has the capacity of the stakeholders to carry out GRB been enhanced by the programme at various levels?
  - What factors influenced the effectiveness of the GRB programme activities in Nepal?
  - How effectively has the GRBC monitored the performance and results?
  - What documented changes have occurred since the start of the programme in GRB instruments, and do they illustrate a positive, negative or neutral shift in the incorporation of gender equality? Were there any unanticipated results?
- III. What measurable changes have occurred, as a result of increased national capacity to institutionalize GRB in Nepal?**
- What factors account for these results?
  - What was not achieved and why?
- IV. What lessons can be drawn from the goals, implementation and achievements of the GRB program that could have value addition in further programming on GRB at various levels?**
- What programmatic strengths and weaknesses emerged through these initiatives?
  - What good practices can be highlighted?

#### *Usage*

- V. To what extent do programme beneficiaries use the lesson acquired through the interventions and advocacy for gender responsive budgeting?**
- What evidence exist that knowledge acquired through GRB programme is being used to change budgetary allocations for women's priorities in national budgets and budgets at other levels?
  - To what extent have the programme beneficiaries successfully embedded the participation of civil society and women's organizations in the entire budgetary cycle?

#### *Efficiency*

- VI. How efficient is the GRB programme in Nepal?**
- How efficient is the Ministry of Finance in administering the GRB initiatives?
  - Is the GRB initiative, system and programme cost effective?
  - What factors impede the use and sustainability of GRB initiative and system?
  - How efficient has the Ministry been in ensuring adequate human, financial and technical resources towards the programme?
  - To what extent were resources managed in a transparent and accountable manner (at all levels) to promote equitable and sustainable development?
  - To what extent has the GRBC management structure facilitated (or hindered) good results and efficient delivery?
  - What was the contribution of UN Women and other development partners to mainstreaming GRB in Nepal?

#### Existing Information Sources:

The selected evaluation team will review the data and information from the following sources (but not limited to):

- GON periodic development plans and annual programmes
- GON budget speeches
- GON economic surveys
- Budget formulation guidelines
- GRB guidelines
- GRB programme/project documents
- MOF and sector ministries annual project progress reports
- UN Women strategic plans and annual work plans
- UN Women annual progress reports
- Monitoring frameworks & reports
- Donor reports
- GRB Committee related documents
- Mission reports/workshops/consultation reports
- Various knowledge products on GRB

## Methodology

### *Evaluation Approach, Design and Methods*

#### **i. Evaluation Approach and Design:**

This is a formative evaluation that gives an idea to strengthen and sustain the GRB initiatives and system. The evaluation may take place before or during a project's implementation with the aim of improving the project's design and performance. Formative evaluation is essential for trying to understand why a program works or doesn't, and what other factors (internal and external) are at work during a project's life<sup>1</sup>. The MOF GRB initiative and system is a kind of ongoing project and the evaluation provides the recommendations for further improvement. The participatory method will be used in engaging multiple stakeholders from the planning to the final reporting stage. It will also ensure that human rights and gender equality are considered throughout the evaluation process. It will use a mixed-method approach that aligns to the evaluation questions (see section 2). Since, this is an evaluation of the national GRB initiative and system and will not have any control group. During the process of evaluation, the best practices and success stories of the GRB initiative, system and programme in Nepal will be documented that can be used to promote gender responsive budgeting in other similar organizations. The responsible agency will prepare case studies from relevant sectoral ministries, departments, district line agencies and CSOs. The case study will account of the relevant activity/ campaign, IEC materials and its use etc. on GRB initiative, system and programmes.

#### **ii. Sampling Strategy**

MOF formally introduced the GRB system since fiscal year 2007/2008, and this is the first evaluation of its GRB initiatives in Nepal. As a result, the reference period for the evaluation includes all GRB activities and initiatives of GON since 2007/08. The scope of this evaluation is to evaluate the MOF's GRB initiative, systems and programmes implementation process, its results and present the recommendations to achieve outcomes effectively and efficiently. It will further evaluate the effectiveness of UN Women's support in GRB programmes. The evaluation team should select clusters of activities ensuring the inclusiveness of interventions for the data collection. It may be difficult to trace all stakeholders and beneficiaries, thus, the sampling strategy for selection of respondents for interviews and survey should be purposive, based on recommendations from relevant programme staff and identification by the evaluation team in consultation with the concerned GRB focal points at MOF, sector ministries and UN Women. The size of sample and relevant respondents will be determined in consultation with MOF and UN Women which will be finalized following initial desk review by the evaluation team.

#### **iii. Data Collection**

The evaluation will ensure consultations with key stakeholders and will provide evidence of achievement of expected outputs and outcomes through collection and analysing the quantitative and qualitative data. The evaluation will apply mixed method of data collection employing a variety of data sources to collect data on the evaluation questions, as mentioned above. For this, the evaluation team will carry out a desk review of the relevant documents produced under the programme as well as budgets that have been prepared by the GON. This evaluation will provide an overview of the effectiveness and efficiency of what have been achieved so far and provide recommendations for further improvement. It is expected to document case studies of best practices that have resulted in gender responsive budgeting in Nepal.

The primary data will be collected through semi-structured interviews and surveys, focus group discussions as appropriate to measure the increase in the capacities of various stakeholders (ministries, district level government officials and CSOs) to internalize the GRB principles in their planning and budgeting effectively. The evaluation will also provide recommendations for strengthening future partnerships with potential stakeholders.

The secondary data will be collected through the desk review of existing literatures related to GRB in Nepal. On the basis of an initial desk review, the evaluation team is expected to revisit this evaluation framework and propose the final areas of enquiry, evaluation questions and sub-questions, as well as the methodologies to be used for data collection and analysis. The evaluation framework will be finalized in consultation with the concerned focal points of MOF and UN Women and the inception report of the evaluation should clearly mark the agreed framework and methodologies for data collection and reporting.

## Management of the Evaluation

The Management Group will include the Joint Secretary and Under Secretary, MOF and UN Women (Representative, Deputy Representative and GNP Unit Manager; Regional Evaluation Specialist from APRO) will be in charge of the direct

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<sup>1</sup> [http://evaluationtoolbox.net.au/index.php?option=com\\_content&view=article&id=24&Itemid=125](http://evaluationtoolbox.net.au/index.php?option=com_content&view=article&id=24&Itemid=125)



management of the evaluation. At the technical level, this group will provide technical feedback and support essential decision making during the whole evaluation process. It will prepare the TORs; participate in the selection of the evaluation consultancy firm/institution; provide feedback to all technical products submitted by the evaluation team; prepare the management response and disseminate findings; and safeguard the independence of the evaluation. At the operational level, this group will be responsible for: recruitment of the evaluation consultancy firm/institution; contractual arrangements and payments; making linkages between the evaluation team and senior management and other relevant stakeholders.

Similarly, the Reference Group consisting of the GRBC Committee will provide feedback on key steps: comments on the key questions and scope of the evaluation, and draft evaluation reports. The MOF will provide planning documents, progress reports, mission reports or other relevant documents to the evaluation team.

The evaluation team will work in close collaboration and consultation with MOF and UN Women project staff and management structure as per the below table-1.

**Table 1: Evaluation management responsibility**

S.N.	Who: Actors and Accountability	What: Roles and Responsibilities
1	Reference group	<ul style="list-style-type: none"> <li>▪ Safeguard the independence of the evaluation exercise and ensure quality of evaluations</li> <li>▪ Participate in inception, validation and dissemination meetings, comment on a draft inception report, and a draft evaluation report.</li> <li>▪ Ensure the quality of the management response and follow-up actions</li> </ul>
2	Stakeholder group <sup>2</sup>	<ul style="list-style-type: none"> <li>▪ Provide relevant information to the evaluation team</li> <li>▪ Provide comments and feedback on the draft evaluation report in consultation meeting</li> </ul>
3	<b>The Management Group</b>	
	Joint Secretary, MOF	<ul style="list-style-type: none"> <li>▪ Safeguard the independence of the evaluation exercise and ensure quality of evaluations</li> <li>▪ Oversight of the evaluation</li> </ul>
	Under Secretary, MOF	<ul style="list-style-type: none"> <li>▪ Provide all the relevant documents and information sources to the evaluation team as required</li> <li>▪ Provide logistics and administrative support to the evaluation team</li> <li>▪ Coordinate overall process both at national and district level during the evaluation</li> <li>▪ Make sure that the data collection in the field is conducted according to the plan, and the data quality</li> <li>▪ Provide inputs to the products and support the finalisation of the evaluation process</li> <li>▪ Prepare the draft of management response and disseminate the evaluation findings and ensure the follow-up actions</li> </ul>
	Country Representative, UN Women	<ul style="list-style-type: none"> <li>▪ Safeguard the independence of the evaluation exercise and ensure quality of evaluations</li> <li>▪ Responsibility of approving management responses to the evaluation in the GATE system and ensure the follow-up actions</li> </ul>
	Deputy Representative, UN Women	<ul style="list-style-type: none"> <li>▪ Safeguard the independence of the evaluation exercise and ensure quality of evaluations</li> <li>▪ Oversight of the evaluation process</li> </ul>
	Regional Evaluation Specialist, UN Women Asia-Pacific Regional Office, Bangkok	<ul style="list-style-type: none"> <li>▪ Provide technical guidance to the evaluation management process to safeguard the independence and the quality of the evaluation</li> </ul>
	Evaluation Manager (UN Women GNP Unit Manager)	<ul style="list-style-type: none"> <li>▪ Coordinate overall process of the evaluation</li> <li>▪ Provide overall guidance to the evaluation process to ensure the quality of the evaluation</li> <li>▪ Coordinate administrative and logistics support to the evaluation team</li> <li>▪ Ensure timely submission of the evaluation reports by the consultancy firm/institution to UN Women</li> <li>▪ Facilitate a management response to evaluation and ensure the</li> </ul>

<sup>2</sup> The key stakeholders group comprises: Inter-Party Women's Alliance, political parties, LPCs and women networks/organizations, DCC including government line agencies, NGOs and civil society organizations, networks of conflict affected women, and women activists, UN agencies, Government line ministries and other development partners.

S.N.	Who: Actors and Accountability	What: Roles and Responsibilities
		implementation of committed actions in the management response <ul style="list-style-type: none"> <li>▪ Disseminate the evaluation findings and ensure the follow-up actions</li> </ul>
4	Evaluation team leader	<ul style="list-style-type: none"> <li>▪ Lead the whole evaluation process and produce quality products in timely manner</li> <li>▪ Supervise the team members</li> <li>▪ Manage required logistics: office space, administrative and secretarial support, telecommunications, printing of documentation, methodological tools etc. during overall evaluation</li> <li>▪ Effectively communicate with UN Women Nepal Office, reference group and stakeholders</li> </ul>
5	Evaluation team members	<ul style="list-style-type: none"> <li>▪ Support the whole evaluation process and produce quality products in timely manner</li> <li>▪ Coordinate among evaluation team members and with the evaluation team leader</li> <li>▪ Manage required logistics: office space, administrative and secretarial support, telecommunications, printing of documentation, methodological tools etc. during overall evaluation</li> <li>▪ Effectively communicate with UN Women Nepal Office, reference group and stakeholders</li> </ul>

### Stakeholders Participation

The target groups for the evaluation are the officials of various relevant agencies i.e. MOF, MOFALD, MOWCSW and other sectoral ministries, GRBC Committee members, government training institutions, development partners, media and CSOs involved in GRB system implementation. The stakeholders' group participation is important to measure how they benefit from the results. The stakeholders' active participation in the process creates accountability to the results of the evaluation. Thus, the stakeholders' participation is required to be as inclusive as possible irrespective of their gender, social status or engagements/access (diverse capacities) in order to assess whether benefits and contributions were fairly distributed by the interventions. It will pay attention to stakeholders' participation to assess the improvement of stakeholders in the benefit sharing- which group of the community is benefited and which group not. In addition, evaluators will consider the potential influence of power, i.e. position of power, which can influence the responses to queries through their interactions with stakeholders. Thus, the forms/level of stakeholders' participation will be considered to overcome the potential bias and ensure fair perspectives. The inception report will clearly mention how the evaluation would be participatory, inclusive and fair of power relation.

The GRBC Committee will serve as the reference group for this evaluation and will provide feedback on key steps: comments on the key questions and scope of the evaluation, and draft evaluation reports ensuring fair participation of the stakeholders throughout the evaluation process.

### Evaluation schedule

**Table 2: Timeline and products**

S.N.	Activities	Months					
		1-2	3	4-5	6	7	8
1.	<b>Initial desk review by evaluation team:</b> Desk review of all the resource materials developed under the project; Identify and obtain programme documents that may be relevant						
2.	<b>Evaluation Planning:</b> Detailed evaluation planning - consultations with Programme Unit and M & E Unit including the following: <ul style="list-style-type: none"> <li>• Evaluation Approach</li> <li>• PowerPoint presentation on salient features of the evaluation that will be shared with key stakeholders</li> </ul>						
3.	<b>Composition of evaluation team</b>						
4.	Identify interviewees from government departments, CSO, programme staff						

	and beneficiaries for the interviews and survey						
5.	Draft questionnaire for the data collection						
6.	Piloting questionnaire and other data collection tools						
7.	Orientation of the evaluation team members for conducting the survey						
8.	<b>Draft inception report (no later than 8 weeks from the start of the evaluation)</b> (not more than 15 pages) containing: <ul style="list-style-type: none"> <li>• Evaluation purpose and objectives</li> <li>• Team - roles and responsibilities</li> <li>• Evaluation approach</li> <li>• Evaluation methodology</li> <li>• Work plan – including reporting timelines, data collection and analysis</li> </ul> <b>On the basis of the inception report the second instalment will be released</b>						
9.	<b>Final inception report:</b> Review inception report with the reference group and management group						
10.	<b>Data collection and survey:</b> Field visits for data collection through individual interviews, surveys & FGDs with government officials, programme staff and beneficiaries.						
11.	<b>Share Preliminary findings</b>						
12.	<b>Data compilation and analysis</b>						
13.	<b>Sharing of first draft evaluation report including case studies as a part of the report</b> to MOF, UN Women						
14.	<b>Submission of second draft evaluation report including case study</b> to MOF and UN Women						
15.	<b>Workshop to validate the findings of the evaluation</b> with key stakeholders						
16.	<b>Submission of final evaluation report with case studies</b> (by the end of the month)						
17.	Workshop to disseminate the findings of the evaluation with key stakeholders and UN Women Programme and Evaluation staff						
18.	<b>Submission of Narrative and Financial Report</b> along with all the relevant documents by 3 <sup>rd</sup> week of the month						

## Key Deliverables

The agency will be responsible for delivering the following deliverables:

- a. **Inception Report:** The inception report will include evaluation methodology, detailed work plan, data collection instruments (including questionnaire for the interviews), roles and responsibilities of the team members and plans for field visits.
- b. **First and Second Draft of Evaluation Report:** The evaluation agency should cover all the required sections and contents in the first draft and share it to the management group for their inputs. Once the inputs from management group are incorporated in the first draft, the agency will share the second draft to the concerned experts/stakeholders. The second draft report will be presented in the validation workshop after incorporating the inputs received from relevant experts/stakeholders.
- c. **Final Evaluation Report:** The Report should contain at least the following sections:
  - *Executive Summary*
  - *Background and context of the evaluation*
  - *Programme description*
  - *Evaluation purpose*
  - *Evaluation approach and methodology*
  - *Findings – from various data sources including desk reviews, case studies, interviews, surveys, consultations etc.*
  - *Explanations of findings and interpretations*

- *Conclusions and lessons learnt*
- *Case studies*
- *Recommendations*
- *Annexes (relevant documents)*

d. ***Power point presentation of the evaluation report:*** The evaluation agency will organize an evaluation report validation workshop after submitting the second draft report to the MOF and UN Women. The evaluation report will be finalized incorporating the inputs from validation workshop. Once the evaluation report (final) is submitted to MOF and UN Women, a dissemination workshop will be organized by the evaluation agency in consultation with MOF and UN Women. In the dissemination workshop the evaluation team will present the key findings and recommendation of the evaluation. In addition the recommendations and experiences of the participants will also be documented in a separate module of the main report.

## Required Technical Expertise and Experience of Evaluation FIRM/TEAM

### *i. Evaluation firm/team*

This evaluation is to be carried out by an organization or a team of experts with advanced knowledge and experience in evaluation, especially related to public finance and gender responsive budgeting. Evaluation members should also possess appropriate training and documented experience in conducting evaluations, as well as field evaluation methods and techniques. The core evaluation team must comprise (minimum) 2-3 full time team members including one team leader and two specialists. The team leader will provide intellectual leadership and direction and leading the dissemination of the findings and recommendations. *Given the budget constraint, the total number of team members should not exceed four.* The evaluation team may be supported by an advisory panel comprising evaluation and gender experts.

As a unit, the firm/ evaluation team must have following knowledge and experiences.

- Significant knowledge and experience of evaluation concepts and approaches;
- Experience of conducting studies and evaluation;
- Experience of conducting financial analysis;
- Knowledge of Gender Responsive Budgeting;
- Experiences of working with government programmes at national and local level;
- Experience of working with UN agencies;
- Excellent knowledge and understanding of gender equality, human rights and international development agenda issues;
- Good knowledge of the Government and UN system, national programmes, information/ data/ statistical systems, etc.
- Updated experience with gender equality issues and knowledge of mainstreaming gender into policies/programming/development; knowledge of gender related strategies of government, non-government agencies;
- Sound understanding of human rights based approaches;
- Facilitation skills, particularly design of stakeholder consultations exercises;
- Strong quantitative and qualitative data collection and analysis skills; and
- Excellent analytical skills and documentation skills.

### *ii. Evaluation Team Leader:*

The Team leader must have extensive experience in the field of evaluation, especially related to gender and public finance. Ideally the team leader will be a known leader in the field. The team leader should have:

- Minimum fifteen years working experience in international development and good understanding and experience of the government and UN system;
- Experience in conducting and leading corporate/organizational evaluation;
- Excellent analytical skills and communication skills.
- Demonstrated excellent report writing skills in English;
- Experience of facilitating workshops for initiating evaluation and for sharing evaluation findings.

The team members should have at least ten years (for senior experts) and five years (for junior consultants) experience in development, with specialization in gender, financial analysis, social development, women's rights and international human rights instruments, and gender information, data and statistical systems. One of the team members should be fluent in both

Nepali and English language. Samples reports, as evidence of previous evaluation experience, will need to be submitted by the team, in addition to their latest CVs.

### Reporting Obligation

- Quarterly progress and financial reports to be submitted to MOF and UN Women;
- All purchase of equipment should be supported by at least three quotations;
- The agency shall provide UN women with a list of all non-expendable equipment purchased for the project, if any. Titles of any equipment and supplies procured through UN women funds shall rest with UN women until such time as ownership thereof is transferred;
- A certified copy of all the equipment/furniture purchased under the project must be submitted at the end of the project;
- An audited financial statement for the actual expenditure in the form of income and expenditure/receipt & payment/balance sheet certified by the external auditor with relevant vouchers and updated statement in the UN women format; and
- All knowledge products produced under this grant must acknowledge the support of UN Women.

### Ethical Code of Conduct

The evaluation shall be conducted in accordance with the principles outlined in both UNEG Norms and Standards for Evaluation in the UN System and the UNEG 'Ethical Guidelines for Evaluation'. Evaluators are required to read the Norms and Standards and the guidelines and ensure a strict adherence to it, including establishing protocols to safeguard confidentiality of information obtained during the evaluation. The UNEG Ethical Guidelines can be found here: [http://uneval.org/papersandpubs/documentdetail.jsp?doc\\_id=102](http://uneval.org/papersandpubs/documentdetail.jsp?doc_id=102). The UNEG Code of Conduct for Evaluation in the UN system can be found here: [http://uneval.org/papersandpubs/documentdetail.jsp?doc\\_id=100](http://uneval.org/papersandpubs/documentdetail.jsp?doc_id=100).

**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 ..... days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month of year

**E. Signature**

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

### PRICE SCHEDULE

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

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

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

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

#### A. Cost Breakdown per Deliverables

	Deliverables	Percentage of Total Price	Price (Lump Sum, All Inclusive)
1	Deliverable 1		
2	Deliverable 2...		
	Total	100%	NPR .....

#### B. Cost Breakdown by Resources

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UN WOMEN shall use the cost breakdown 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
<b>1.</b>	<b>Personnel services</b>				
1.1	Services from Home office				
	Expertise 1				
	Expertise 2				
1.2	Services from Overseas				
	Expertise 1				
	Expertise 2				
<b>2.</b>	<b>Out of pocket expenses</b>				
2.1	Travel				
2.2	Per Diem Allowances				
2.3	Communications				
2.4	Reproduction and Reports				
2.5	Equipment and other items				
<b>3.</b>	<b>Other related costs</b>				
	(specify)				

**Consortium / Joint venture / Association form**

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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)**

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

Signatures of all partners of the JV:

We hereby confirms, 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 42<sup>nd</sup> Street, New York, NY 10017, USA (hereinafter referred to as “UN Women”);

and

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

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

**WITNESSTH**

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

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

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

**Article 1****Contract Documents**

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

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

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

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

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

[1.1.5 *other annexes that may be relevant*]

1.2 The Contract Documents are complementary of one another but,

1.2.1 First, this document;

1.2.2 Second, Annex A;

- 1.2.3 Third, Annex B;
- [1.2.4 Fourth, Annex C;]
- [1.2.5 Fifth, Annex D;] [and]
- [1.2.6... other Annexes]

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

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

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

## Article 2

### Effective Date and Term

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

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

### OR

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

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

(c) Article 3

(d) Representations and Warranties

3.1 The Contractor represents and warrants that:

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

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

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

- 3.1.4 this Contract is a legal, valid and binding obligation, enforceable against it in accordance with its terms;
- 3.1.5 all of the information it has provided to UN Women concerning provision of the Services pursuant to this Contract is true, correct, accurate and not misleading;
- 3.1.6 it is financially solvent and is able to provide the Services to UN Women in accordance with the terms and conditions of the Contract;

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

**Article 4  
Obligations of the Contractor**

**OPTION 1 (DELIVERABLES SCHEDULE)**

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

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

<b>[LIST DELIVERABLES]</b>	<b>[INDICATE DELIVERY DATES]</b>
[e.g.	
Progress report	.././....
.....	.././....
Final report	.././....]

**OR**

**OPTION 2 (TASK ORDERS)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **[ARTICLE 4A]**

#### **[TASK ORDERS]**

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

being ordered, schedule for performance, and other relevant details. Task Orders shall be transmitted to the Contractor by *[means of transmission]* *[other details of Task Order transmittal and acknowledgment].*

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

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

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

**Article 5**  
**Contract Price**

**OPTION 1 (FIXED FEE)**

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

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

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

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

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

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

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

**OR**

## **OPTION 2 (TIME-BASED CONTRACTS)**

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

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

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

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

**OR**

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

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

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

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

## **Article 6**

### **Submission of Invoices**

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

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

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

## **Article 7**

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

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

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

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

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

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

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



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

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

## **Article 8**

### **Review; Improper Performance**

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

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

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

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

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

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

## **Article 9**

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

## **Article 9A Insurance**

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

## **Article 9B Advance Payments**

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

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

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

## **Article 9C Security**

9C.1 The Contractor shall take reasonable measures to safeguard its Personnel, protect property and safeguard against sabotage, damage, loss and theft of all material, supplies, and equipment, including, without limitation, UN Women furnished equipment and supplies. As used in this Contract, the term "UN Women furnished equipment and supplies" shall include, but not be limited to, equipment and supplies provided by UN Women to the Contractor and equipment and supplies purchased by the Contractor with funds provided or to be reimbursed by UN Women.

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

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

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

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

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

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

#### **Article 9D** **Liquidated Damages**

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

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

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

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

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

#### **Article 9E** **Performance Security**

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

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

9E.3 The Performance Security shall require the Issuer (as defined in Article 14.6 below) to deliver the money required by UN Women immediately upon [for standby letter of credit, presentment to the Issuer of a draft]/[for independent bank guarantee (first demand guarantee), a first written demand by UN Women] in accordance with the requirements of the Performance Security, without having to prove the liability of the Contractor. The Performance Security shall be enforceable without the need to have recourse to any judicial or arbitral proceedings, without any objection, opposition or recourse by the Issuer and without it being necessary to provide evidence to the Issuer of any shortcoming of or any default by the Contractor.

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

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

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

## Article 9F

## UN Women Equipment and Supplies

9F.1 Title to equipment and supplies purchased by the Contractor with funds provided by UN Women or for which the Contractor is entitled to be reimbursed under the terms of this Contract shall pass to and vest in UN Women upon acceptance by UN Women of such equipment or supplies following UN Women's receipt of the equipment and supplies and the Contractor's compliance with UN Women's inspection procedures. In the event that the Contractor is requested in writing by UN Women to purchase other equipment or supplies on UN Women's account, such equipment or supplies shall be purchased by the Contractor on a cost reimbursable basis provided that (a) prior to purchasing such equipment or supplies the Contractor notifies UN Women of the cost thereof, and provides to UN Women such other information concerning such equipment or supplies as UN Women may request, and (b) UN Women authorizes the Contractor, in writing, to purchase the equipment or supplies. Title to such equipment or supplies shall pass to and vest in UN Women following UN Women's receipt of the equipment and supplies and the Contractor's compliance with UN Women's inspection procedures. Authorization by UN Women to the Contractor to purchase such equipment or supplies shall not increase the relevant contract amount set forth in Article 5 hereof.

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

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

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

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

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

## **Article 9G**

### **Amendment of General Conditions**

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

## **Article 10**

### **Notices**

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

If to the Contractor:

[*Please insert address of Contractor*]

Attn: [*name/title*]

Fax: [*number*]

Email: [*email*]

If to the UN Women:

[*Please insert address of UN Women*]

Attn: [*name/title*]

Fax: [*number*]

Email: [*email*]

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

## **Article 11**

### **Amendment**

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

## **Article 12**

### **Miscellaneous**

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

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

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

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

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

2. 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: \_\_\_\_\_



## STANDARD PROJECT COOPERATION AGREEMENT BETWEEN UN WOMEN AND A NON-GOVERNMENTAL ORGANIZATION

### HOW TO USE THIS AGREEMENT

- This agreement is used for NGO execution. (It may also be adapted for use when UN WOMEN needs to sign an agreement with institutions with which there is no legal basic agreement, such as inter-governmental organizations.)
- UN WOMEN and the NGO prepare the agreement by filling in the information required in the square brackets.
- The final project document is attached to the agreement as an annex.
- The UN Women Representative and a representative of the non-governmental organization signs two copies of the agreement . UN WOMEN keeps the (signed) original of the agreement copy of the agreement is attached to the project document.

### PROJECT COOPERATION AGREEMENT

between

**THE UNITED NATIONS ENTITY FOR GENDER EQUALITY AND THE EMPOWERMENT OF WOMEN**

and

**Implementing Partner or Responsible Party Name HERE**

Whereas the United Nations Entity for Gender Equality and the Empowerment of Women ("UN WOMEN") and **Implementing Partner or Responsible Party Name HERE** ("the NGO") have, on the basis of their respective mandates, a common aim in the furtherance of sustainable human development;

Whereas UN WOMEN has been entrusted by its donors with certain resources that can be allocated for programmes and projects, and is accountable to its donors and to its Executive Board for the proper management of these funds and can, in accordance with the UN WOMEN Financial Regulations and Rules, make available such resources for cooperation in the form of a Project;

Whereas the NGO, its status being in accordance with national regulations, is committed to the principles of participatory sustainable human development and development cooperation, has demonstrated the capacity needed for the activities involved, in accordance with the UN WOMEN requirements for management; is apolitical and not profit-making;

Whereas the NGO and UN WOMEN agree that activities shall be undertaken without discrimination, direct or indirect, because of race, ethnicity, religion or creed, status of nationality or political belief, gender, handicapped status, or any other circumstances;

Now, therefore, on the basis of mutual trust and in the spirit of friendly cooperation, the NGO and UN WOMEN have entered into the present Agreement.



## **Article I. Definitions**

For the purpose of the present Agreement, the following definitions shall apply:

- (a) "Parties" shall mean the NGO and UN WOMEN;
- (b) "UN WOMEN" shall mean the United Nations Entity for Gender Equality and the Empowerment of Women, a subsidiary organ of the United Nations, established by the General Assembly of the United Nations;
- (c) "The NGO" shall mean [*name of the NGO*], a non-governmental organization that was established in and incorporated under the laws of [*place, country, where the NGO is established*], with the purpose of [*the purpose or mandate of the NGO*];
- (d) "The Agreement" or "the present Agreement" shall mean the present Project Cooperation Agreement, the Project Document (Annex), which incorporates the Project Objectives and Activities, Project Work Plan, Project Inputs being provided by UN WOMEN resources, and Project Budget, and all other documents agreed upon between the Parties to be integral parts of the present Agreement;
- (e) "Project" shall mean the activities as described in the Project Document;
- (f) "Government" shall mean the Government of [*name of programme country, name of concerned national authority*];
- (g) "UN WOMEN Representative" shall mean the UN WOMEN official in charge of the UN WOMEN office/programme in the country, or the person acting on his/her behalf;
- (h) "Project Director" shall mean the person appointed by the NGO, in consultation with UN WOMEN [*and with the approval of the Government coordinating authority*], who acts as the overall coordinator of the Project and assumes the primary responsibility for all aspects of it;
- (i) "Expenses" shall mean the sum of disbursements made and accruals for goods and services received;
- (j) "To advance" shall mean a transfer of assets, including a payment of cash or a transfer of supplies, the accounting of which must be rendered by the NGO at a later date, as herein agreed upon between the Parties;
- (k) "Resources" shall mean the interest on the Project funds and all revenue derived from the use or sale of capital equipment, and from items purchased with funds provided by UN WOMEN or from revenues generated from Project outputs;
- (l) "*Force majeure*" shall mean acts of nature, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force;
- (m) "Project Work Plan" shall mean a schedule of activities, with corresponding time frames and responsibilities, that is based upon the Project Document, deemed necessary to achieve Project results, prepared at the time of approval of the Project, and revised annually.

## **Article II. Objective and Scope of the Present Agreement**

1. The present Agreement sets forth the general terms and conditions of the cooperation between the Parties in all aspects of achieving the Project Objectives, as set out in the Project Document (Annex of the present Agreement).
2. The Parties agree to join efforts and to maintain close working relationships, in order to achieve the Objectives of the Project.

### **Article III. Duration of Project Agreement**

1. The term of the present Agreement shall commence on [*date of start of Agreement*] and terminate on [*date of end of Agreement*]. The Project shall commence and be completed in accordance with the time frame or schedule set out in the Project Document.
2. Should it become evident to either Party during the implementation of the Project that an extension beyond the expiration date set out in paragraph 1, above, of the present Article, will be necessary to achieve the Objectives of the Project, that Party shall, without delay, inform the other Party, with a view to entering into consultations to agree on a new expiration date. Upon agreement on a revised expiration date, the Parties shall conclude an amendment to this effect, in accordance with Article IXX, below.

### **Article IV. General Responsibilities of the Parties**

1. The Parties agree to carry out their respective responsibilities in accordance with the provisions of the present Agreement, and to undertake the Project in accordance with UN WOMEN policies and procedures as set out in the UN WOMEN Programme and Operations Reference Manual, as appropriate, which forms an integral part of the present Agreement.
2. Each Party shall determine and communicate to the other Party the person (or unit) having the ultimate authority and responsibility for the Project on its behalf. The Project Director shall be appointed by the NGO, in consultation with UN WOMEN [*and with the approval of the government coordinating authority*].
3. The Parties shall keep each other informed of all activities pertaining to the Project and shall consult once every three months or as circumstances arise that may have a bearing on the status of either Party in the country or that may affect the achievement of the Objectives of the Project, with a view to reviewing the Work Plan and Budget of the Project.
4. The Parties shall cooperate with each other in obtaining any licenses and permits required by national laws, where appropriate and necessary for the achievement of the Objectives of the Project. The Parties shall also cooperate in the preparation of any reports, statements or disclosures, which are required by national law.
5. The NGO may use the name and emblem of the United Nations or UN WOMEN only in direct connection with the Project, and subject to prior written consent of UN WOMEN.
6. The activities under the present Agreement are in support of the efforts of the Government, and therefore the NGO will communicate with the Government as necessary. The Project Director will be responsible for day-to-day contacts with the relevant national authorities and UN WOMEN on operational matters during the implementation of the Project. [*The UN WOMEN Representative will act as the principal channel for communicating with the Government coordinating authority regarding the activities under the Project Cooperation Agreement unless otherwise agreed with the Parties and the Government*].
7. UN WOMEN will facilitate access to information, advisory services, technical and professional support available to UN WOMEN and will assist the NGO to access the advisory services of other United Nations organizations, whenever necessary.
8. The Parties shall cooperate in any public relations or publicity exercises, when UN WOMEN deems these appropriate or useful.

### **Article V. Personnel Requirements**

1. The NGO shall be fully responsible for all services performed by its personnel, agents, employees, or contractors (hereinafter referred to as "Personnel").
2. The NGO personnel shall not be considered in any respect as being the employees or agents of UN WOMEN. The NGO shall ensure that all relevant national labor laws are observed.

3. UN WOMEN does not accept any liability for claims arising out of the activities performed under the present Agreement, or any claims for death, bodily injury, disability, damage to property or other hazards that may be suffered by NGO or its Personnel as a result of their work pertaining to the Project. It is understood that adequate medical and life insurance for NGO Personnel, as well as insurance coverage for service-incurred illness, injury, disability or death, is the responsibility of the NGO.

4. The NGO shall ensure that its Personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the Objectives of the Project, and that decisions on employment related to the Project shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, handicapped status, or other similar factors. The NGO shall ensure that all personnel are free from any conflicts of interest relative to the Project Activities.

#### **Article VI. Terms and Obligations of Personnel**

The NGO undertakes to be bound by the terms and obligations specified below, and shall accordingly ensure that the Personnel performing Project-related activities under the present Agreement comply with these obligations:

(a) The Personnel shall be under the direct charge of the NGO, which functions under the general guidance of UN WOMEN *[and the Government]*;

(b) Further to subparagraph (a) above, they shall not seek nor accept instructions regarding the activities under the present Agreement from any Government *[other than the Government of [name of programme country]]* or other authority external to UN WOMEN;

(c) They shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity which is incompatible with the aims and objectives of the United Nations or the mandate of UN WOMEN;

(d) Information that is considered confidential shall not be used without the authorisation of UN WOMEN. In any event, such information shall not be used for individual profit. The Project Director may communicate with the media regarding the methods and scientific procedures used by the NGO; however, UN WOMEN clearance is required for the use of the name UN WOMEN in conjunction with Project Activities in accordance with Article IV, paragraph 5, above. This obligation shall not lapse upon termination of the present Agreement unless otherwise agreed between the Parties.

#### **Article VII. Supplies, Vehicles and Procurement**

1. UN WOMEN shall contribute to the Project the resources indicated in the Budget section of the Project Document.

2. Equipment, non-expendable materials, or other property furnished or financed by UN WOMEN shall remain the property of UN WOMEN and shall be returned to UN WOMEN upon completion of the Project or upon termination of the present Agreement, unless otherwise agreed upon between the Parties, *[and in consultation with the government coordinating authority]*. During Project implementation and prior to such return, the NGO shall be responsible for the proper custody, maintenance and care of all equipment. The NGO shall, for the protection of such equipment and materials during implementation of the Project, obtain appropriate insurance in such amounts as may be agreed upon between the Parties and incorporated in the Project Budget.

3. The NGO will place on the supplies, equipment and other materials it furnishes or finances such markings as will be necessary to identify them as being provided by UN WOMEN.

4. In cases of damage, theft or other losses of vehicles and other property made available to the NGO, the NGO shall provide UN WOMEN with a comprehensive report, including police report, where appropriate, and any other evidence giving full details of the events leading to the loss of the property.

5. In its procedures for procurement of goods, services or other requirements with funds made available by UN WOMEN as provided for in the Project Budget, the NGO shall ensure that, when placing orders or awarding contracts, it will safeguard the principles of highest quality, economy and efficiency, and that the

placing of such orders will be based on an assessment of competitive quotations, bids, or proposals unless otherwise agreed to by UN WOMEN.

6. UN WOMEN shall make every effort to assist the NGO in clearing all equipment and supplies through customs at places of entry into the country where Project activities are to take place.

7. The NGO shall maintain complete and accurate records of equipment, supplies and other property purchased with UN WOMEN funds and shall take periodic physical inventories. The NGO shall provide UN WOMEN annually with the inventory of such equipment, property and non-expendable materials and supplies, and at such time and in such form as UN WOMEN may request.

### **Article VIII. Financial and Operational Arrangements**

1. In accordance with the Project Budget, UN WOMEN has allocated and will make available to the NGO funds up to the maximum amount of *[total amount of Agreement in USD]*. The first installment in the amount equivalent to USD *[amount of first installment]* will be advanced to the NGO within *[number of working days]* working days following signature of the present Agreement and signed FACE form (Annex...). The second and subsequent instalments will be advanced to the NGO quarterly, when a FACE form and other agreed-upon documentation, as referenced in Article X, below, for the activities completed have been submitted to and accepted by UN WOMEN as showing satisfactory management and use of UN WOMEN resources.

2. The NGO agrees to utilise the funds and any supplies and equipment provided by UN WOMEN in strict accordance with the Project Document. The NGO shall be authorised to make variations not exceeding 20 per cent on any one line item of the Project Budget provided that the total Budget allocated by UN WOMEN is not exceeded. The NGO shall notify UN WOMEN about any expected variations on the occasion of the quarterly consultations set forth in Article IV, paragraph 3, above. Any variations exceeding 20 per cent on any one- line item that may be necessary for the proper and successful implementation of the Project shall be subject to prior consultations with and approval by UN WOMEN.

3. Unless otherwise agreed, disbursements will be made in the local currency of operation using the UN Rate of Exchange on the date of the transfer of funds.

4. Any resources arising from the management of the Project shall be promptly disclosed to UN WOMEN. The resources shall be reflected in a revised Project Budget and Work Plan and recorded as accrued resources to UN WOMEN unless otherwise agreed between the Parties.

5. The NGO further agrees to return within two weeks any unused supplies made available by UN WOMEN at the termination or end of the present Agreement or the completion of the Project. Any unspent funds shall be returned within two months of the termination of the present Agreement or the completion of the Project.

6. UN WOMEN shall not be liable for the payment of any expenses, fees, tolls or any other financial cost not outlined in the Project Work Plan or Project Budget unless UN WOMEN has explicitly agreed in writing to do so prior to the expense by the NGO.

### **Article IX. Maintenance of Records**

1. The NGO shall keep accurate and up-to-date records and documents in respect of all expenses incurred with the funds made available by UN WOMEN to ensure that all expenses are in conformity with the provisions of the Project Work Plan and Project Budgets. For each disbursement, proper supporting documentation shall be maintained, including original invoices, bills, and receipts pertinent to the transaction.

2. Upon completion of the Project/or Termination of the Agreement, the NGO shall maintain the records for a period of at least four years unless otherwise agreed upon between the Parties.

### **Article X. Reporting Requirements**

1. The NGO shall provide UN WOMEN with periodic reports on the progress, activities, achievements and results of the Project, as agreed between the Parties. As a minimum, the NGO shall prepare an annual progress report.
2. Financial reporting will be quarterly using the standard UN Women reporting format:
  - (a) The NGO prepares a financial report and submits it to UN WOMEN no later than 20 days after the end of each quarter, in *[the working language of UN WOMEN/programme country as agreed with UN WOMEN]*.
  - (b) The purpose of the financial report is to request a *[bi-annual/quarterly]* advance of funds, to list the disbursements incurred on the Project by budgetary component on a quarterly basis, and to reconcile outstanding advances and foreign exchange loss or gain during the quarter.
  - (c) The financial report has been designed to reflect the transactions of a project on a cash basis. For this reason, unliquidated obligations or commitments should not be reported to UN WOMEN, i.e., the reports should be prepared on a "cash basis", not on an accrual basis, and thus will include only disbursements made by the NGO and not commitments. However, the NGO shall provide an indication when submitting reports as to the level of unliquidated obligations or commitments, for budgetary purposes;
  - (d) The financial report contains information that forms the basis of a periodic financial review and its timely submission is a prerequisite to the continuing funding of the Project. Unless the Financial Report is received, the UN WOMEN Representative will not act upon requests for advances of funds from UN WOMEN;
  - (e) Any refund received by an NGO from a supplier should be reflected on the financial report as a reduction of disbursements on the component to which it relates.
3. Within two months of the completion of the Project or of the termination of the present Agreement, the NGO shall submit a final report on the Project activities and include a final financial report on the use of UN WOMEN funds, as well as an inventory of supplies and equipment.

#### **Article XI. Audit Requirements**

1. The NGO shall submit to the UN WOMEN Representative in *[name of country]* a certified annual financial statement on the status of funds advanced by UN WOMEN. The Project will be audited at least once during its lifetime but may be audited annually, as will be reflected in the annual plan prepared by UN Women Headquarters (Management and Administration Division (DMA)) in consultation with the Parties to the Project. The audit shall be carried out by a Global Audit Firm designated by UN Women Headquarters or with an exceptionally DMA approved request, by a local audit firm. The designated auditors will produce an audit report with an audit opinion on the project financial reports. The cost of the audit shall be for the account of the project and shall be included in the preparation of the Project Budget and Work Plan.
2. Notwithstanding the above, UN WOMEN shall have the right, at its own expense, to audit or review such Project-related books and records as it may require and to have access to the books and record of the NGO, as necessary.
3. Each payment made by UN WOMEN shall be subject to a post-payment audit by auditors, whether internal or external, of UN WOMEN or the authorized agents of UN WOMEN at any time during the term of the Agreement and for a period of three (3) years following the expiration or prior termination of the Agreement. UN WOMEN shall be entitled to a refund from the NGO for any amounts shown by such audits to have been paid by UN WOMEN other than in accordance with the terms and conditions of the Agreement. Should the audit determine that any funds paid by UN WOMEN have not been used in accordance with the Agreement, the NGO shall reimburse such funds forthwith. Where the NGO fails to reimburse such funds, UN WOMEN reserves the right to seek recovery and/or to take any other action as it deems necessary.
4. The NGO acknowledges and agrees that, at any time, UN WOMEN may conduct investigations relating to any aspect of the Agreement, the obligations performed under the Agreement, and the operations of the NGO generally. The right of UN WOMEN to conduct an investigation and the NGO's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Agreement. The NGO shall provide its full and timely cooperation with any such inspections, post-payment audits or

investigations. Such cooperation shall include, but shall not be limited to, the NGO's obligation to make available its personnel and any documentation for such purposes and to grant to UN WOMEN access to the NGO's premises. The NGO shall require its agents, including, but not limited to, the NGO's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UN WOMEN hereunder.

#### **Article XII. Responsibility for Claims**

1. The NGO shall indemnify, hold and save harmless, and defend at its own expense, UN WOMEN, its officials and persons performing services for UN WOMEN, from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of the acts or omissions of the NGO or its employees or persons hired for the management of the present Agreement and the Project.

2. The NGO shall be responsible for, and deal with all claims brought against it by its Personnel, employees, agents or subcontractors.

#### **Article XIII. Suspension and Early Termination**

1. The Parties hereto recognise that the successful completion and accomplishment of the purposes of a technical cooperation activity are of paramount importance, and that UN WOMEN may find it necessary to terminate the Project, or to modify the arrangements for the management of a Project, should circumstances arise that jeopardise successful completion or the accomplishment of the purposes of the Project. The provisions of the present Article shall apply to any such situation.

2. UN WOMEN shall consult with the NGO if any circumstances arise that, in the judgment of UN WOMEN, interfere or threaten to interfere with the successful completion of the Project or the accomplishment of its purposes. The NGO shall promptly inform UN WOMEN of any such circumstances that might come to its attention. The Parties shall cooperate towards the rectification or elimination of the circumstances in question and shall exert all reasonable efforts to that end, including prompt corrective steps by the NGO, where such circumstances are attributable to it or within its responsibility or control. The Parties shall also cooperate in assessing the consequences of possible termination of the Project on the beneficiaries of the Project.

3. UN WOMEN may at any time after occurrence of the circumstances in question, and after appropriate consultations, suspend the Project by written notice to the NGO, without prejudice to the initiation or continuation of any of the measures envisaged in paragraph 2, above, of the present Article. UN WOMEN may indicate to the NGO the conditions under which it is prepared to authorise management of the Project to resume.

4. If the cause of suspension is not rectified or eliminated within 14 days after UN WOMEN has given notice of suspension to the NGO, UN WOMEN may, by written notice at any time thereafter during the continuation of such cause: (a) terminate the Project; or (b) terminate the management of the Project by the NGO, and entrust its management to another institution. The effective date of termination under the provisions of the present paragraph shall be specified by written notice from UN WOMEN.

5. Subject to paragraph 4 (b), above, of the present Article, the NGO may terminate the present Agreement in cases where a condition has arisen that impedes the NGO from successfully fulfilling its responsibilities under the present Agreement, by providing UN WOMEN with written notice of its intention to terminate the present Agreement at least 30 days prior to the effective date of termination if the Project has a duration of up to six months and at least 60 days prior to the effective date of termination if the Project has a duration of six months or more.

6. The NGO may terminate the present Agreement only under point 5, above, of the present Article, after consultations have been held between the NGO and UN WOMEN, with a view to eliminating the impediment, and shall give due consideration to proposals made by UN WOMEN in this respect.

7. Upon receipt of a notice of termination by either Party under the present Article, the Parties shall take immediate steps to terminate activities under the present Agreement, in a prompt and orderly manner, so as to minimise losses and further expenses. The NGO shall undertake no forward commitments and shall

return to UN WOMEN, within 30 days, all unspent funds, supplies and other property provided by UN WOMEN unless UN WOMEN has agreed otherwise in writing.

8. In the event of any termination by either Party under the present Article, UN WOMEN shall reimburse the NGO only for the costs incurred to manage the project in conformity with the express terms of the present Agreement. Reimbursements to the NGO under this provision, when added to amounts previously remitted to it by UN WOMEN in respect of the Project, shall not exceed the total UN WOMEN allocation for the Project.

9. In the event of transfer of the responsibilities of the NGO for the management of a Project to another institution, the NGO shall cooperate with UN WOMEN and the other institution in the orderly transfer of such responsibilities.

#### **Article XIV. Force Majeure**

1. In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, as defined in Article I, paragraph 1, above, the Party affected by the *force majeure* shall give the other Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under the present Agreement. The Parties shall consult on the appropriate action to be taken, which may include suspension of the present Agreement by UN WOMEN, in accordance with Article XIII, paragraph 3, above, or termination of the Agreement, with either Party giving to the other at least seven days written notice of such termination.

2. In the event that the present Agreement is terminated owing to causes constituting *force majeure*, the provisions of Article XIII, paragraphs 8 and 9, above, shall apply.

#### **Article XV. Arbitration**

The Parties shall try to settle amicably through direct negotiations, any dispute, controversy or claim arising out of or relating to the present Agreement, including breach and termination of the Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration in accordance with United Nations Commission on International Trade Law Arbitration Rules. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

#### **Article XVI. Anti-terrorism**

The NGO agrees to undertake all reasonable efforts to ensure that none of the UN WOMEN funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that 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 must be included in all sub-contracts or sub-agreements entered into under this Agreement.

#### **Article XVII. Security**

1. The responsibility for the safety and security of the NGO and its personnel and property, and of UN WOMEN's property in the NGO's custody, rests with the NGO.

2. The NGO shall:

(a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;

(b) assume all risks and liabilities related to the NGO's security, and the full implementation of the security plan.

3. UN WOMEN reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the NGO shall remain

solely responsible for the security of its personnel and for UN WOMEN's property in its custody as set forth above.

**Article XVIII. Privileges and Immunities**

Nothing in or relating to the present Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations and UN WOMEN.

**Article XIX. Amendments**

The present Agreement or its Annexe may be modified or amended only by written agreement between the Parties.

**IN WITNESS WHEREOF**, the undersigned, being duly authorised thereto, have on behalf of the Parties hereto signed the present Agreement at the place and on the day below written [in the English and [insert] languages, both equally authentic, in two originals. In case of a conflict between the two originals, the English language text shall prevail.] (If signing in language other than English, include this wording. If signing only in English, delete).

For the NGO:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

For UN WOMEN:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_