

# Request for Proposal

Reference No.: UNWPNGRFP93

**Project Management services for reconstruction of  
Gordons Market in Port Moresby, Papua New Guinea**

1 November, 2016

Dear Sir/Madam,

**Subject:** Request for Proposal (RFP) for provision of *Project Management services for the reconstruction of Gordons Market in Port Moresby, Papua New Guinea.*

1. The United Nations Entity for Gender Equality and the Empowerment of Women (UN Women) plans to procure *Project Management services* as described in this Request for Proposal and its related annexes. UN Women now invites sealed proposals from qualified proposers for providing the requirements as defined in these documents.
2. In order to prepare a responsive proposal, you must carefully review, and understand the contents of the following documents:
  - a. This letter and (the included [Proposal Instruction Sheet \(PIS\)](#))
  - b. Instructions to Proposers ([Annex 1](#)) available from this link:  
<http://www.unwomen.org/~media/commoncontent/procurement/rfp-instructions-en.pdf>
  - c. Terms of Reference (TOR) (Annex 2)
  - d. Evaluation Methodology and Criteria (Annex 3)
  - e. Format of Technical Proposal (Annex 4)
  - f. Format of Financial Proposal (Annex 5)
  - g. Proposal Submission Form (Annex 6)
  - h. Voluntary Agreement for to Promote Gender Equality and Women's Empowerment (Annex 7)
  - i. Proposed Model Form of Contract (Annex 8)
  - j. General Conditions of Contract (Annex 9)
  - k. Joint Venture/Consortium/Association Information Form (Annex 10)
  - l. Proposal and Performance Security Forms ([Annex 11](#)) available from the link:  
<http://www2.unwomen.org/~media/commoncontent/procurement/un-women-procurement-rfp-security-instruments-en.docx?v=1&d=20161013T211724>
  - m. Submission Checklist (Annex 12)
3. The Proposal Instruction Sheet (PIS) -below- provides the requisite information (with cross reference numbers) which is further detailed in the [Instructions to Proposers \(Annex-I –see above link\)](#).

## PROPOSAL INSTRUCTION SHEET (PIS)

Detailed Instruction governing below listed summary of the “instructions to proposers” are available in the Annex I (“Instruction to Proposers”) accessible from this link:

<http://www.unwomen.org/~media/commoncontent/procurement/rfp-instructions-en.pdf>

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
4.2	<b>Deadline for Submission of Proposals</b>	<p>Date and Time: Wednesday 30 November 2016 12:00 PM (PGT)</p> <p>[for local time reference, see <a href="http://www.greenwichmeantime.com">www.greenwichmeantime.com</a>]</p> <p>City and Country: <i>Port Moresby, Papua New Guinea</i></p> <p>This is an absolute deadline. Any proposal received after this date and time will be disqualified.</p>
4.1	<b>Manner of Submission</b>	<p><input checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail</p> <p><input checked="" type="checkbox"/> Electronic submission of Proposal</p>
4.1	<b>Address for Proposal Submission</b>	<p><input checked="" type="checkbox"/> Personal Delivery/ Courier mail/ Registered Mail: <i>(during office hours only)</i></p> <p>UN Women Level 4, United Church Building Douglas Street, Port Moresby Country: Papua New Guinea Indicate on sealed envelope “<i>Proposal for Project Management services for construction of Gordons Market</i>”</p> <p><input checked="" type="checkbox"/> Electronic submission of Proposal:</p> <p>Technical Proposal: <a href="mailto:technical.bid@unwomen.org">technical.bid@unwomen.org</a> Financial Proposal: <a href="mailto:financial.bid@unwomen.org">financial.bid@unwomen.org</a></p> <p>Proposals should be submitted to the designated address by the date and time of the deadline given.</p>

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
3.1	<b>Language of the Proposal:</b>	<input checked="" type="checkbox"/> English
3.4.2	<b>Proposal Currencies</b>	Preferred Currency: <input checked="" type="checkbox"/> USD
3.5	<b>Proposal Validity Period</b> commencing after the deadline for submission of proposals (see 4.2 above)	120 days
2.4	<b>Clarifications of solicitation documents</b>	<p>Requests for clarification shall be submitted <input type="text" value="7"/> days before the deadline for submission of proposal.</p> <p>UN Women shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UN Women to extend the deadline date, unless UN Women deems that such an extension is justified and necessary.</p>
	<b>Contact address for requesting clarifications on the solicitation documents</b>	<p>Requests for clarification should be addressed to the e-mail address: <a href="mailto:procurement@unwomen.org">procurement@unwomen.org</a></p> <p>Clarification emails should include a subject header in the following format:</p> <p>“UNW RFP Reference # UNWPNGRFP93, Request for Clarification, Company/Contractor Name”</p> <p>Proposers must not communicate with any other personnel of UN Women regarding this RFP.</p> <p><b><u>The e-mail address above is for clarifications ONLY.</u></b></p> <p><b><u>IMPORTANT: Do not send or copy the e-mail address above while submitting a proposal. Doing so will disqualify your proposal.</u></b></p>
2.5	<b>Pre-Proposal/Bid Meeting</b>	<input checked="" type="checkbox"/> Not applicable

Cross Ref. to Annex I	Instruction to Proposers	Specific Requirements as referenced in Annex I
3.9	<a href="#">Proposal Security</a>	<input checked="" type="checkbox"/> Required Amount: <b>5,000 (USD)</b> Form: See Annex 11
7.4	<a href="#">Performance Security</a>	<input checked="" type="checkbox"/> Required The Performance Security will be equivalent to <b>USD 50,000</b> . Form: See Annex 11

4. The proposer will be selected based on the Evaluation Methodology and Criteria indicated in Annex 3.
5. This letter is not to be construed in any way as an offer to contract with your organization.

Yours sincerely,

***Jeffrey Buchanan***

***Country Representative***

## TERMS OF REFERENCE (TOR)

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*The Safe City Programme in Port Moresby is redeveloping Gordons Market and seeks Project Management services to oversee the construction works.*

### I. Background

*Safe Cities Free of Violence against Women and Girls Programme (SC GP)* is a global programme that aims to develop, test and disseminate safe city models in five pilot cities, one of which is Port Moresby, for:

*Preventing and reducing sexual violence against women and girls (SVAWG) in urban public spaces, enabling women and girls to move more freely and safely, and increasing the exercise of their right to enjoy such spaces. Local safe city models should be capable of adaptation and scale up, thereby having the potential to make more cities safe around the world. All of these cities face the global challenges of rapid urbanisation, and high levels of sexual harassment (SH) and SVAWG.*

Through the local chapter of SC GP, *Port Moresby: A Safe City for Women and Girls Programme* (hereafter referred to as the Programme), UN Women supports the National Capital District Commission (NCDC) and citizens of the city to create safe public spaces for women and girls in Port Moresby. As part of the Programme Gordons Market, one of the oldest and busiest markets in Port Moresby, is being redeveloped.

This document specifies the terms of reference (TOR) for project management and site supervision services for the design and construction of Gordon's Market, Port Moresby (the Activity). This is a joint project of the NCDC, New Zealand Ministry of Foreign Affairs and Trade (MFAT) and UNW who collectively form the Project Control Group.

UN Women is leading the evaluation process and hereby requests proposals for the services described in this document (the Assignment), from suitably experienced and qualified companies. UN Women intends to enter into a Contract with the successful proposer. As noted in the RFP, the Contract will be based on and prevail over these Terms of Reference. The contract will be managed by UNW in Port Moresby. The Project Management team will also be expected to report regularly to the Project Control Group on their progress: progress reporting will be directed to all parties (UNW, MFAT and NCDC); the Project Management team will also work closely with the Project Control Group to manage construction quality, safety and time.

It is envisaged that the design and construction of Gordon's market would take between 12-18 months, starting in the first quarter of 2017 calendar year. For the purposes of pricing, respondents are directed to assume a 3-month pre-construction period, a 12-month construction period and 12-month defects liability period.

Other relevant reports/documentation / information attached with this RFP are:

- Expression of Interest – Redevelopment of Gordon's Market (Appendix A)
- Gordons Market – Instructions for Tendering (Appendix B)

## II. Justifications

Gordons Market was constructed in the 1970s, and much of the facility is under intense strain from poor maintenance and the rapidly growing population it serves. It is current the only wholesale market in Port Moresby and serves a clientele of more than 2,000 people each day. Problems such as overflowing sewage, blocked drains and broken taps, coupled with extortion, sexual harassment, rape, etc., put the large number of market users at health and safety risk daily.

The rebuilding of Gordons Market is part of a suite of interventions that aim to address the problems at the market. Jointly funded by MFAT and NCDC, the infrastructure works at Gordons Market include the demolition and construction of a new market building to cater for the growing population, with *Universal Access* and *Public Safety*, in particular, women's safety<sup>1</sup> principles tightly woven into the design. Because of the scale and significance of the facility, professional consultancy services need to be engaged to manage the construction process.

## III. Development objectives

The redevelopment of Gordons Market falls under Strategy 4 of the Programme: *Integrating gender in development plans*. UNW/NCDC/MFAT has approved the Gordon's Market Redevelopment Project Brief (attached as Appendix C), and the tendering process for contractors to design and construct Gordons Market is in progress. UN Women now seeks to procure services (Services) to manage the successful design and construction contractor for Gordons Market. The goal of the Activity is to design and construct a bigger, more efficient, safer, cleaner and more equitable fresh produce market, resulting in increased income for market vendors and producers, especially the women and girls.

## IV. Immediate objectives

The Activity aims to achieve the following:

- Increased value of produce traded
- Increased quantity of produce traded
- Increased quality and safety of produce traded
- Improved sanitation and cleanliness
- Market being effectively managed, including outsourced waste management and security services
- Routine maintenance of market infrastructure being undertaken
- Enhanced vehicular and pedestrian traffic flows in market surrounds
- Enhanced civic responsibility for, and ownership of, the market
- Improved access to financial services for vendors and buyers
- Decreased incidence of all crimes, including violence against women and children.

## V. Services

The Service Provider must be flexible and adaptable, and demonstrate a keen ability to engage in cross-cultural communication and broader team delivery. The Service Provider must be able to allocate appropriate resources from within its organisation to ensure that all deliverables and outcomes are

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<sup>1</sup> Tools for the Promotion of Safe Cities from the Gender Perspective- 1st Edition - Córdoba: CISCESA (2006), available at [http://www.redmujer.org.ar/pdf\\_publicaciones/art\\_18.pdf](http://www.redmujer.org.ar/pdf_publicaciones/art_18.pdf)

achieved. **The Service Provider is expected to be present in Papua New Guinea for the entirety of the construction, which will begin in late February or March 2017.**

Under this arrangement, the Service Provider will report directly to all parties according to their role in the project, as outlined in the Memorandum of Understanding. Progress reporting will be directed to all parties. Follow-up for any matters raised will be directed to MFAT and NCDC.

*Proposers are invited to submit their own methodology for the achievement of the goal, outcomes and outputs. This should not exceed 10 pages.*

The Service Provider is required to provide the following services (For the purposes of pricing, the Service Provider is to assume a 3-month pre-construction period, 12-month construction period followed by a 12 month defects liability period.):

Services	Timeframe
<b>Project Management</b>	
<ul style="list-style-type: none"> <li>• <b>Client Liaison and Kickoff:</b> Attend meetings in Port Moresby to meet with UNW, the Project Control Group and stakeholders for project and site familiarisation. It may also be possible to meet with the successful Design-Build Contractor at this time. Maintain regular and proactive communications with NCDC throughout the life of the Project.</li> </ul>	November/December 2016
<ul style="list-style-type: none"> <li>• <b>Project Management Plan:</b> Prepare and submit both a draft and final Project Management Plan that establishes, communications expectations, initial project programme, description of main milestones, approach to risk management, cost management and quality management. The Contractor’s Plan will be defined by FIDIC Yellow Book, First Edition (1999). The draft Project Management Plan will be updated by the Project Manager to integrate feedback from the Project Control Group.</li> </ul>	Final plan to be approved within 4 weeks of contract commencement.
<ul style="list-style-type: none"> <li>• <b>Risk Management:</b> Create and maintain a Project Risk Register, monitoring and updating this throughout the engagement.</li> </ul>	First approved draft within 4 weeks of contract commencement.
<ul style="list-style-type: none"> <li>• <b>Progress Reports:</b> Provide detailed and concise reports throughout the project (minimum monthly) on all aspects of the project including progress against programme, health and safety, budget, risks to delivery and proposed mitigations necessary to maintain milestone dates.</li> </ul>	Throughout contract, frequency to be agreed in Project Management Plan.
<ul style="list-style-type: none"> <li>• <b>Routine Project Management:</b> Undertake any and all project management functions as may be required to ensure successful project delivery. This is to include management of all interfaces with the regulatory authorities with support from the Project Control Group where required.</li> </ul>	Ongoing throughout contract.
<b>Design Review and Contractor Management</b>	
<ul style="list-style-type: none"> <li>• <b>Contractor Management:</b> Manage the Design-Build Contractor throughout the Activity to ensure that the mobilisation, design and</li> </ul>	Ongoing throughout contract.

Services	Timeframe
<p>construction works are supported to permit adherence to the Contractor's Comprehensive Programme.</p> <ul style="list-style-type: none"> <li>• <b>Design Review:</b> Review the Contractor's detailed designs on an on-going basis to ensure that both stakeholder expectations and contractual requirements are met.</li> </ul> <p>Design review will ensure design consistency with current concepts of what constitutes a multi-purpose market in PNG. It is envisioned that facility design will be done in accordance with Gordons Market Redevelopment Project Brief (Appendix C) and the requirements detailed in the tender package for the contractor (Appendix B). The detailed design must also consider whole of life cost planning with an aim to reduce facility operational and maintenance costs.</p> <ul style="list-style-type: none"> <li>• <b>Sample and Submittal Reviews:</b> Collect, review and comment on the Contractor's submitted material samples, Health and Safety Plan, Site Specific Safety Plan, Quality and Environmental Management Plan, Traffic Management Plan and any other contract-related samples and submittals.</li> <li>• <b>Procurement Management:</b> Liaise with the Contractor to ensure that all long lead time items are identified and that procurement orders are placed with the delivery date aligned with the Contractor's Comprehensive Programme requirements.</li> <li>• <b>Supplier Inspections:</b> When directed by the Project Control Group, undertake off-site inspections of materials and elements being stored, fabricated or manufactured off site to ensure adherence to contract specifications.</li> </ul>	<p>Ongoing throughout contract.</p> <p>Ongoing throughout contract.</p> <p>To be completed within two (2) months of confirmation of contractor.</p> <p>Ongoing throughout contract.</p> <p>As required.</p>
<p><b>Construction Supervision and Monitoring</b></p> <ul style="list-style-type: none"> <li>○ <b>Engineer to Contract:</b> Provide a technical resource to serve all the duties and functions of <i>Engineer</i> as defined by FIDIC Yellow Book, First Edition (1999), including acting as the Principal's representative, independent certification of payment claims, variation management and reporting requirements. Provide assistance to MFAT/NCDC where technical disputes or differences arise in relation to the Contract.</li> <li>○ <b>Clerk of Works:</b> Provide an on-site Clerk of Works for durations as necessary to ensure construction quality. Duties of the Clerk of Works include but are not limited to: <ul style="list-style-type: none"> <li>○ Confirming location and set-out of infrastructure on the site;</li> <li>○ Reporting on construction progress against programme, with daily and weekly records maintained;</li> <li>○ Perform structural and civil inspections in accordance with relevant standards to ensure that contract works quality requirements are</li> </ul> </li> </ul>	<p>Ongoing throughout contract.</p> <p>Ongoing throughout contract.</p>

Services	Timeframe
<p>met;</p> <ul style="list-style-type: none"> <li>○ Verification of works completed for certification of progress claims;</li> <li>○ Identify and mitigate risks (project risks, health and safety risks, environmental risks and others), ensuring compliance with FIDIC Yellow Book, First Edition (1999), relevant legislation and environmental and social impact assessment(s).</li> <li>○ Monitor and audit the Contractor’s health, safety and environmental management compliance. Ensure that the Contractor undertakes all reasonably practicable steps to ensure the health and safety of its personnel, its subcontractors, locally hired resources and all others on the Site.</li> <li>○ Assess equipment, tools and materials used are in compliance with the quality and safety requirements of the PNG building standards.</li> <li>○ Notify and liaise with NCDC in relation to the discovery (if any) of any archaeological or cultural finds on the site.</li> <li>○ <b>Variation Management:</b> Proactively provide the Project Control Group with guidance on likely variation claims including an appraisal of variation value. Potential variations are to be included in the Project Risk Register.</li> <li>○ <b>Budget Management:</b> Monitor the actual project costs during the construction phase and report expenditure against the approved budget and advise from time to time on cost management, or value management as requested by the Project Control Group. The Service Provider will also prepare progress and final payments in connection with FIDIC Yellow Book, First Edition (1999).</li> <li>○ <b>Project Documentation:</b> Prepare and manage project documentation including but not limited to design changes, Contractor requests for information, practical completion certificate, defects list and certificate of final completion.</li> <li>○ <b>Construction Completion:</b> Co-ordinate all aspects of Construction Completion including practical completion inspections, punch lists, commissioning requirements, delivery of operation and maintenance training, operation and maintenance manuals, warranty certificates and as-built drawings.</li> </ul>	<p>Ongoing throughout contract.</p> <p>Ongoing throughout contract.</p> <p>Ongoing throughout contract.</p> <p>Ongoing throughout contract.</p>
<p><b>Post-Construction Services</b></p> <ul style="list-style-type: none"> <li>● <b>Project Completion Process:</b> Manage the project completion processes including applying for and obtaining occupancy permits for the completed Activity, facilitating release of securities and retentions following the Defects Liability Period.</li> </ul>	<p>As required.</p>

Services	Timeframe
<ul style="list-style-type: none"><li>• <b>Defects Liability Period:</b> Undertake the Defects Liability Inspection (12 months following Practical Completion) and direct the Contractor in remedying any defects prior to issuing of the Final Completion Certificate.</li></ul>	As required.

## EVALUATION METHODOLOGY AND CRITERIA

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### 1. Preliminary Evaluation

The preliminary evaluation is done to determine whether the offers meet the administrative requirements of the RFP. The proposals are checked for compliance of the following requirements:

- Submitting companies are not included among United Nations suspended companies;
- Offers are signed by an authorized party, including Power of Attorney if stipulated;
- The offer is submitted as per the instructions to proposers Ref: 4.1 and detailed in the PIS above;
- The offer is valid;
- The offer is complete and eligible.

**2. Cumulative Analysis Methodology:** A proposal is selected on the basis of *cumulative analysis*; the total score is obtained by combining technical and financial attributes.

A two-stage procedure will be utilized in evaluating the proposals; the technical proposal will be evaluated with a minimum pass requirement of 70% of the obtainable 700 points assigned for technical proposal. A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of 70% of the obtainable score of 700 points prior to any price proposal being opened and compared. The financial proposal will be opened only for those entities whose technical proposal achieved the minimum technical threshold of 70% of the obtainable score of 700 points and are determined to be compliant. Non-compliant proposals will not be eligible for further consideration.

The total number of points (“maximum number of points”) which a firm/institution may obtain for its proposal is as follows:

Technical proposal: 700 points

Financial proposal: 300 points

Total number of points: 1,000 points

#### **Evaluation of financial proposal:**

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

A formula is as follows:

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

Where:

p = points for the financial proposal being evaluated

y = maximum number of points for the financial proposal

μ = price of the lowest priced proposal

z = price of the proposal being evaluated

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

### Evaluation of technical proposal:

The technical proposal is evaluated and examined to determine its responsiveness and compliancy with the requirements specified in this solicitation documents. The quality of each technical proposal will be evaluated in accordance with the following technical evaluation criteria and the associated weighting (total possible value of 700 points):

<b>1.0 Expertise and Capability of Proposer</b>		<b>Points obtainable</b>
Expertise of organization submitting proposal		
1.1	Sound financial and technical standing to fulfil the TOR.	100
1.2	Extent to which any work would be subcontracted (For this contract, subcontracting is not preferred, unless the benefits are clearly explained.)	50
1.3	General Organizational Capability which is likely to affect performance, especially relevance of:	
	- Specialized Knowledge	50
	- Experience on Similar Programme / Projects (gender-sensitive public infrastructure, universal access, social and economic development, safe public facilities, etc.)	100
	- Experience in managing projects in the Asia-Pacific region	50
	Work for other UN agencies/ major multilateral/ or bilateral programmes	
		350
<b>2.0 Proposed Work Plan and Approach</b>		<b>Points obtainable</b>
Proposed methodology		

2.1	Analysis Approach, Methodology	
	- Proposer’s understanding of gender-sensitive design, universal access and the consultative partnership between MFAT, NCDC and UN Women.	30
	- Responsiveness of proposed plan to requirements of TOR, including management tools for design compliances, quality assurance, site safety, etc.	90
	- Demonstration of innovation or specialization relevant to the project.	30
2.2	Management Services – Comprehensiveness and timeliness.	50
		200
<b>3.0 Resource Plan, Key Personnel</b>		<b>Points obtainable</b>
Qualification and competencies of proposed personnel		
3.1	Composition of the team proposed, and the work tasks (including supervisory)	
	- Qualifications and experience of proposed Team Leader	50
	- Qualifications and experience of proposed Reviewer	40
	- Qualifications and experience of proposed Engineer	30
	- Qualifications and experience of proposed Clerk of Works	30
		150
	<b>70% of 700 pts = 490 pts needed to pass technical</b>	

A proposal shall be rejected at this stage if it fails to achieve the minimum technical threshold of 70% of the obtainable score of 700 points for the technical proposal.

## FORMAT OF TECHNICAL PROPOSAL

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

**Financial Proposals must be submitted in a separate envelope or attached in a separate e-mail to a different e-mail address where electronic submission is required.**

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

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

### Section 1.0: Expertise and Capability of Proposer

#### 1.1 Financial and technical standing

- The proposer is in sound financial condition based on the financial documentation and information furnished in their proposal which should not show any financial concerns, such as negative net worth, bankruptcy proceedings, insolvency, receivership, major litigation, liens, judgments or bad credit or payment history.
- Financial capacity: The Proposer shall demonstrate its financial capacity and reliability with regard to the requirements of the Terms of Reference, which can be established by supporting documentation including for example the most recent Audited Financial Statements duly certified by a public accountant.
- Provide any project testimonies from previous clients on comparable scopes in similar projects.

#### 1.2 Subcontracting

Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given

to providing a clear picture of the role of roles, responsibilities, reporting lines and accountability. Justification should be made as to how subcontracting improves the service provided.

**1.3 General Organizational Capability, especially relevance of Specialized Knowledge and experience on similar projects**

- Organizational Capability which is likely to affect performance (i.e. size of the organization, strength of project management support e.g. project management controls, global networking, financial stability).
- Include a description of past and present experience and relationships that have a direct relationship to the performance of the TOR. Mention comparable projects where Project/Contractor Management, Design Review and/or Construction Monitoring services were provided and describe the project outcomes.
- Describe the potential risks for the performance of the TOR that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks. Provide certificate (s) for accreditation of processes, policy e.g. ISO etc.
- Detail any specialized knowledge that may be applied to performance of the TOR. Include experiences in the region.
- Describe the experience of the organization performing similar services, and any successful completion of projects of similar scale or scope. Experience with other UN organizations/ major multilateral / or bilateral programmes is highly desirable.
- Provide at least 3 references

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

**Section 2.0: Proposed Work Plan and Approach**

**2.1 Analysis approach, methodology**

- Provide a description of the organization’s approach, methodology, and timeline for how the organization will achieve the TOR.
- Describe key reporting and communication channels, taking into consideration the partnership between MFAT, NCDC and UNW in this project.
- Identify any gaps/overlaps in UN Women’s coverage based on the information provided.
- Describe any tools and mechanisms to ensure compliance of design, quality of construction and safety on site.
- Highlight any particular innovation or specialization relevant to this project.
- Describe how your organization will adhere to UN Women’s procurement principles:
  - a) Best Value for money
  - b) Fairness, integrity and transparency
  - c) Effective competition

d) The best interests of UN Women

**2.2 Management - timeline, deliverables and reporting**

- Provide a detailed description of how the management for the requested services will be implemented in regard to the TOR. Description to include time management of the construction works.
- All reports must be delivered on time in accordance with approved Project Management Plan, and submitted simultaneously to UNW, MFAT and NCDC.

**Section 3.0: Resource Plan, Key Personnel**

**3.1 Composition of the team proposed to perform TOR, and the work tasks (including supervisory)**

The successful Respondent will provide a team with the following knowledge, skills and experience to provide the Services required. The team will also need to work in close collaboration with in country stakeholders.

Role	Knowledge, skills and experience
<b>Project Manager</b>	<ul style="list-style-type: none"> <li>• At least 10 year’s experience in managing design and construction projects of similar scale.</li> <li>• Extensive experience managing and delivering Pacific-based infrastructure projects;</li> <li>• A successful track record in managing design-build project delivery;</li> <li>• A clear and proactive communication style and strong stakeholder management skills in a Pacific context;</li> <li>• Previous work in PNG an advantage.</li> </ul>
<b>Design Reviewer</b>	<ul style="list-style-type: none"> <li>• Code compliance for buildings and an understanding of PNG standards and building code;</li> <li>• At least 7 years’ experience in design and review of public structures, preferably with knowledge of the PNG requirements.</li> <li>• Previous experience in the design of fresh produce markets or other, similar public infrastructure in the tropics;</li> <li>• Excellent understanding of gender, human rights, and environmental issues that need to be addressed in the design desirable;</li> <li>• Previous work in PNG an advantage.</li> </ul>
<b>Engineer to Contract</b>	<ul style="list-style-type: none"> <li>• A qualified professional with demonstrated competence serving as Engineer under FIDIC Yellow Book, First Edition (1999).</li> <li>• Effective communication style appropriate for use with both project stakeholders and contractors.</li> </ul>

<b>Clerk of Works</b>	<ul style="list-style-type: none"> <li>• At least 10 years' experience with quality control and site supervision for large infrastructure projects.</li> <li>• Experience with FIDIC documents preferable.</li> </ul>
<ul style="list-style-type: none"> <li>• Respondents are invited to submit a capacity statement and provide curriculum vitae for each nominated team member for the Assignment. Substitution of key personnel shall only be permitted in accordance with section 2.4 of the General Conditions of Contract. <b>UN Women reserves the right to make changes to the team for the Assignment.</b></li> <li>• Describe the availability of resources in terms of personnel and facilities required for the TOR. Describe the structure of the proposed team/personnel, and the work tasks (including supervisory) which would be assigned to each. An organigram illustrating the office location (city and country), reporting lines, together with a description of such organization of the team structure, should be submitted.</li> <li>• Proposer is strongly encouraged to include information regarding the percentage of women: (1) employed in the Proposer's organization, (2) in executive and senior positions, and (3) shareholders. While this will <i>not</i> be a factor of evaluation, UN Women is collecting this data for statistical purposes in support of its mandate to promote gender equality and women's empowerment.</li> <li>• Proposers are also invited to: (1) become a signatory to the <u>Women Empowerment Principles</u> (if more than 10 employees) <a href="http://weprinciples.org/Site/PrincipleOverview">http://weprinciples.org/Site/PrincipleOverview</a> ; or (2) sign the Voluntary Agreement to Promote Gender Equality and Women's Empowerment (if less than 10 employees). Good practices of gender-responsive companies can be found <u>here</u>: <a href="http://weprinciples.org/Site/CompaniesLeadingTheWay/">http://weprinciples.org/Site/CompaniesLeadingTheWay/</a></li> </ul>	

**Sample CV template:**

Name:	
Position for this Assignment:	
Nationality:	
Language Skills:	
Educational and other Qualifications	
Employment Record: [Insert details of as many other appropriate records as necessary]	
From [Year]: _____ To [Year]: _____	
Employer: _____	
Positions held: _____	

<p>Relevant Experience (From most recent; Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under the TOR) [Insert details of as many other appropriate assignments as necessary]</p>		
<p>Period: From - To</p>	<p>Name of project/organization:</p>	<p>Job Title, main project features, and Activities undertaken</p>
<p>References (minimum 3)</p>	<p>(Name/Title/Organization/Contact Information – Phone; Email)</p>	

## FORMAT OF FINANCIAL PROPOSAL

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

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

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

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

1. A summary of the price in words and figures
  - i. **Price breakdown:** The price must cover all the services to be provided and must itemize the following:
    - a. An all-inclusive fee rate per working day for each expert to be assigned to the team. The fee rate must include remuneration of each expert, all administrative costs of employing the expert and the margin covering the proposer's overhead and backstopping facilities.
    - b. An all-inclusive daily subsistence allowance (DSA) rate (otherwise known as a "per diem rate") for every day in which the experts shall be in the field for purposes of the assignment.
    - c. An all-inclusive amount for necessary international travel and related expenses by the most appropriate means of transport and the most direct economy class practicable route. The breakdown shall indicate the number of round trips per team member.
    - d. An all-inclusive amount for local travel, if applicable.
    - e. If applicable, other costs required for purposes of the assignment not covered in the foregoing or beneath paragraphs such as communication, printing and dispatching of reports to be produced during the assignment, rental and freight of any instruments or equipment required to be provided by the proposer for the purposes of the services, office accommodation, investigations, surveys, etc.
    - f. Summary of total cost for the services proposed.

- ii. **Schedule of payments:** Proposed schedule of payment might be expressed by the proposer, and payment will be made by UN Women in the currency of the proposal. The payment schedule must be linked to the delivery of the outputs specified in your technical component.

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

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

#### 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 as an excel file. UN Women shall use the cost breakdown in order to assess value for money as well as the calculation of price in the event that both parties agreed to add new deliverables to the scope of services.

Description	Quantity	Number of Unit	Anticipated quantity for whole contract	Unit Cost (USD)	Total Cost (USD)
<b>Project Manager</b>	1 person	Day/week/month			
<b>Design Reviewer</b>	XX person	/person/Day/week /month			
<b>Engineer to Contract</b>	XX person				
<b>Clerk of Works</b>	XX person				
Operational cost					
1. Any relevant overhead costs (report preparation, printing, communication, stationary, etc.)	1	months	15		
Technical assistance and capability building (training, working group meeting, workshop)	1 lump sum		2 trainings for NCDC/Contractor/partners		
TOTAL					

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

#### Signature of Financial Proposal

The Financial Proposal should be authorized and signed as follows:

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

\_\_\_\_\_  
(Name of Organization)

\_\_\_\_\_  
Signature/Stamp of Entity/Date

Name of representative: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**ANNEX 6**

## PROPOSAL SUBMISSION FORM

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

To: *[insert UN Women  
Address, City, Country]*

Date: *[insert date of Proposal Submission]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Proposal Solicitation Documents;
- (b) We offer to supply in conformity with the Proposal Solicitation Documents the following *[Title of goods/services/works]* and undertake, if our proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.
- (c) We ensure any due diligence regarding the legal review and ability to be compliant to all contract terms and conditions has been undertaken prior to the submission of our offer. Submission of this offer is confirmation of accepting a UN Women contract included herein.
- (d) We offer to supply for the sum as may be ascertained in accordance with the Financial Proposal submitted in accordance with the instructions under the Proposal Instruction Sheet;
- (e) Our proposal shall be valid for a period of  days from the date fixed for opening of proposals in the Request for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our proposal is accepted, we commit to obtain a performance security with the instructions under the Proposal Instruction Sheet;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from countries  *[insert the nationality of the proposer, including that of all parties that comprise the proposer]*
- (h) We have no conflict of interest in accordance with Clause 1.2 (*Eligible Proposers*) of the RFP Instructions to Proposers;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by UN Women, in accordance with Clause 1.2 (*Eligible Proposers*) of the RFP Instructions to Proposers;
- (j) We understand that you are not bound to accept the lowest evaluated proposal or any other proposal that you may receive.

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

In the capacity of  *[insert legal capacity of person signing this form]*

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

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

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

## VOLUNTARY AGREEMENT

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### Voluntary Agreement to Promote Gender Equality and Women’s Empowerment

Between

**(Name of the Contractor)**

And

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

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

- Acknowledge values & principles of [gender equality](#) and [women’s empowerment](#);
- Provide information and statistical data (that relates to policies and initiatives that promote gender equality and women empowerment), upon request;
- Participate in dialogue with UN Women to promote gender equality and women’s empowerment in their location, industry and organization;
- Establish high-level corporate leadership for gender equality;
- Treat women and men fairly at work and respect and support human rights and nondiscrimination;
- Ensure health, safety and wellbeing of all women and men workers;
- Promote education, training and professional development for women;
- Implement enterprise development, supply chain and marketing practices that empower women;
- Promote equality through community initiatives and advocacy;
- Measure and publicly report on progress to achieve gender equality.

On behalf of the contractor:

**Name :** \_\_\_\_\_, **Title :** \_\_\_\_\_

**Address :** \_\_\_\_\_

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

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

## PROPOSED MODEL FORM OF CONTRACT

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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”) as Annex C; [and]
- 1.1.4 [Form of Performance Security]

1.2 The Contract Documents are complementary of one another but in case of ambiguities, discrepancies, or inconsistencies between or among them, the following order of priority shall apply:

- 1.2.1 First, this document;
- 1.2.2 Second, Annex A;
- 1.2.3 Third, Annex B;
- 1.2.4 Fourth, Annex C

1.3 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**

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

## **Article 3** **Representations and Warranties**

3.1 The Contractor represents and warrants that:

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

*[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**

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>DELIVERABLES</b>	<b>INDICATIVE DELIVERY DATES</b>
<i>Monthly progress report</i>	<i>end of each calendar month during contract period</i>
<i>Any incident report</i>	<i>when required</i>
<i>Report upon completion of works</i>	<i>within one calendar month of end of contract</i>
<i>Final report after defects liability period</i>	

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.

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] to the address specified in Article 10 (Notices) below.

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.

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.

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.

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.

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.

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.

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.

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 10 (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.

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 <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>. 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.

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 9A (Insurance) below, the Contractor shall ensure that all of its Personnel used to perform the Services in connection with this Contract are (i) medically fit to perform such Services, and (ii) adequately covered by insurance for any service-related illness, injury, death or disability. The Contractor shall submit proof of such medical fitness and such insurance satisfactory to the UN before commencing any Services under this Contract."

4.19 The Contractor shall perform the Services using the key personnel below, as agreed in the proposal submission. (list of Engineer, Clerk of Works, etc. by name)

## **Article 5 Contract Price**

5.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UN WOMEN shall pay the Contractor a price not to exceed \_\_\_\_\_ [insert 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 \_\_month\_\_\_\_\_. 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:

Name of Bank:  
Bank Address:  
Bank ID:  
Account No:  
Title/name:  
Currency of Payment:  
Currency of Bank Account:  
Type of Account:

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

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

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

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

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

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

## **Article 8**

### **Review; Improper Performance**

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

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

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

### **Article 9A Insurance**

In addition to Article 6 (Insurance and Liability) of the UN Women General Conditions of Contract for the provision of services, the Parties acknowledge and agree that the provisions of this Article 9A shall also apply.

The contractor shall be fully responsible in ensuring adequate insurance for all personnel assigned to performing the duties under this contract, including site visits, and shall manage the resolution of insurance claims from staff, subcontractors and other relevant personnel.

## Article 9B Performance Security

9B.1 No later than 14 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 14 days following such request.

9B.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.

9B.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.

9B.4 The Performance Security shall remain valid and in force until 30/06/2019, 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.

9B.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.

9B.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 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:

Attn: *[name/title]*

Fax: *[number]*

Email: *[email]*

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

#### **Article 11** **Amendment**

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

#### **Article 12** **Miscellaneous**

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

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

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

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

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

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

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

**FOR [NAME OF CONTRACTOR]**

**FOR UN WOMEN**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

## ANNEX 9

# GENERAL CONDITIONS OF CONTRACT

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The General Conditions of Contracts can be accessed by the proposer by following the below link.

For Services, available from this link:

<http://www.unwomen.org/~media/CommonContent/Procurement/UNwomen-GeneralConditionsOfContract-Services-en.pdf>

## JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM

(to be completed and returned with your technical proposal)

JV / Consortium/ Association Information	
<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)	<i>[insert name, address, telephone/fax or cell number, and the e-mail address]</i>
JV's Party Legal Name:	<i>[insert JV's Party legal name] {Attach original copy of document of incorporation/registration of the JV, in accordance with Clause 3 (Eligible Bidders)}</i>
JV's Party Country of Registration:	<i>[insert JV's Party country of registration]</i>
JV's Party Year of Registration:	<i>[insert JV's Part year of registration]</i>
JV's Party Legal Address in Country of Registration:	<i>[insert JV's Party legal address in country of registration]</i>
Consortium/Association's names of each partner/authorized representative and contact information	
Name of partner: _____ Address : _____ Phone Number(s) : _____ Email Address(es) : _____	Name of partner: _____ Address : _____ Phone Number(s) : _____ Email Address(es) : _____
Name of partner: _____ Address: _____ Phone Number(s): _____ Email Address(es): _____	Name of partner: _____ Address: _____ Phone Number(s): _____ Email Address(es): _____

<p><b>Consortium/Association Agreement</b></p>	<p>Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i></p> <p><input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with Clause 3 (<i>Eligible Bidders</i>).</p> <p><input type="checkbox"/> JV Agreement, or letter of intent to enter into such an Agreement, signed by the legally authorized signatories of all the parties</p>
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Signatures of all partners/authorized representatives:

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

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

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

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

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

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

Name of partner: \_\_\_\_\_

Name of partner: \_\_\_\_\_

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

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

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

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

## **SECURITY INSTRUMENTS**

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The Proposal and Performance Security Forms can be accessed by the proposer by following the below link.

<http://www2.unwomen.org/~media/commoncontent/procurement/un-women-procurement-rfp-security-instruments-en.docx?v=1&d=20161013T211724>

## SUBMISSION CHECKLIST

For submissions by courier mail/hand delivery:

<b>Outer envelope containing the following forms:</b>	
• Proposal Submission Form	
• Joint Venture Form (if a joint venture)	
• Voluntary Agreement to Promote GE & WE (Voluntary)	
• Proposal Security Form (if required)	
• Performance Security Form (if required)	
<b>First inner envelope containing:</b>	
• Technical Proposal	
<b>Second inner envelope containing:</b>	
• Financial Proposal	

For email submissions:

<b>Technical Proposal PDF sent to the technical e-mail address specified in the Invitation Letter includes:</b>	
• Technical Proposal	
• Proposal Submission form	
• Joint Venture Form (if a joint venture)	
• Voluntary Agreement to Promote GE & WE (Voluntary)	
• Proposal Security Form (if required)	

<ul style="list-style-type: none"> <li>• Performance Security Form (if required)</li> </ul>	
<b>Financial Proposal PDF sent to the financial e-mail address specified in the Invitation Letter includes:</b>	
<ul style="list-style-type: none"> <li>• Financial Proposal</li> </ul>	
<ul style="list-style-type: none"> <li>• Financial Excel Spreadsheet (if required)</li> </ul>	

<b>Please check-off to confirm the below:</b>	
MODEL FORM OF CONTRACT HAS BEEN READ AND UNDERSTOOD	
THE GENERAL CONDITIONS OF THE CONTRACT HAVE BEEN READ, UNDERSTOOD, DULY REVIEWED BY AN LEGAL ENTITY FOR MY ORGANIZATION'S ABILITY TO COMPLY AND ACCEPT ALL TERMS.	