Request for Proposal (RFP)

Date: 2 November 2012

Dear Sir/Madam,

Subject: Responsive web design of UN Women Watch website in alignment with UN Women corporate website

1. You are requested to submit a proposal for the responsive web design of the UN Women Watch website, 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……. .(Annex II)
   iii. Terms of Reference (TOR)…… .(Annex III)
   iv. Proposal Submission Form ……..(Annex IV)
   v. Price Schedule …….(Annex V)

3. Your offer comprising of a technical proposal and a financial proposal, in **separate e-mails**, should reach the following e-mail address no later than 12:00pm (Noon) New York time on Monday 19 November, to the attention of Ephrem Cruz at: womenwatch@unwomen.org

Update: The deadline has been extended to 5:00pm New York time, Monday 26 November.

Technical and Financial proposals, duly stamped and signed, should be sent as separate PDF files. If the Technical and Financial proposals are sent in the same PDF file, they will be rejected. The subject address line for the Technical proposal should read: "**RFP (Technical Proposal): Services for UN Women Watch Web Design**". The subject address line for the Financial proposal should read: "**RFP (Financial Proposal): Services for UN Women Watch Web Design**"

Please refer to Section D, Provision 14 for electronic submissions.

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.

5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Yours sincerely,

Jaya Jiwatram,
UN Women Watch Web Manager
Communications Branch, UN Women

Annex I

Instructions to Offerors

A. Introduction

1. General

Purpose of RFP

UN WOMEN seeks a qualified and independent company for the responsive web design and template coding for the overhaul of the UN Women Watch website **http://www.un.org/womenwatch/**.

2. Cost of proposal

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

B. Solicitation Documents

3. Contents of solicitation documents

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

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UN WOMEN entity in writing at the organisation's e-mail address: jaya.jiwatram@unwomen.org. The subject address line for the questions should read: "**RFP (Questions): Services for UN Women Watch Web Design**".

The procuring UN WOMEN entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

Please Note: Only questions can be sent to jaya.jiwatram@unwomen.org. Technical and Financial proposals must be sent to womenwatch@unwomen.org. **Please refer to Section D, Provision 14 for electronic submissions.** Any proposal sent to the private email addresses of any UN Women staff will not be accepted.

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; **(as per the attached Terms of Reference (TOR) in Annex III and as outlined under "Additional Proposal Submission Contents")**

(c) 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 (**in response to the attached Terms of Reference (TOR) in Annex III**)

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

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

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

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

9. Proposal prices

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

10. Proposal currencies

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

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 an original Proposal for electronic submission in PDF format, clearly marked as "Original Proposal" as appropriate. 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.

Please refer to Section D, Provision 14 for electronic submissions.

13. Payment

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

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall mark and submit the original Proposal, comprising of the technical proposal and financial proposal, in **separate e-mails**, no later than 12:00pm (Noon) New York time on Monday 19 November, to the attention of Ephrem Cruz at: womenwatch@unwomen.org

Update: The deadline has been extended to 5:00pm New York time, Monday 26 November.

Technical and financial proposals must include all information required by these solicitation documents.

To secure your Financial proposal (pdf format) please set-up a password. Only those who achieved the minimum score on the technical evaluation will be requested to provide the password to the financial proposals.

It is strongly suggested that Offerors make a note of the passwords and keep them in a safe place. If we are unable to open the pdf file because of a forgotten password the proposal will be disqualified.

Having prepared the Proposal in paper formats, the entire Proposal should be scanned or otherwise converted into one or more electronic .pdf (Adobe Acrobat) format files and attached to one or more E-mails.

Technical and Financial proposals, duly stamped and signed, should be sent as separate PDF files. If the Technical and Financial proposals are sent in the same PDF file, they will be rejected.

The subject address line for the Technical proposal should read: "**RFP (Technical Proposal): Services for UN Women Watch Web Design**".

The subject address line for the Financial proposal should read: "**RFP (Financial Proposal): Services for UN Women Watch Web Design**"

Offerors may send as many e-mails as needed; however, the size of each e-mail should not exceed eight megabytes (8 MB). If sending multiple emails, please indicate in your e-mail the total number of attachments you will send.

As an e-mail can take some time to arrive after it is sent, we advise all Offerors to send e-mail submissions well before the deadline. Please be aware that bids e-mailed to UN WOMEN will be rejected if they are received after the deadline for bid submission.

Offerors are solely responsible for ensuring that any and all files sent to UN WOMEN are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.

A confirmation e-mail will be sent once applications are received.

15. Deadline for submission of proposals

Proposals must be received by the procuring UN WOMEN entity at the e-mail specified under clause *Sealing and marking of Proposals* no later than **12:00pm (Noon) New York time on Monday 19 November**.

Update: The deadline has been extended to 5:00pm New York time, Monday 26 November.

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 Head of the procuring UN WOMEN entity **(Chief of Communications and Advocacy)**

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 price schedule will be scored on the basis of overall costs for the delivery of the services. The lowest price proposal will be awarded 1000 points and other prices proposals will be awarded points in accordance with the following formula:

Price Proposal score = (Lowest Price / Price) x 1000

The contractor will be awarded to the Contractor whose Proposal after being evaluated achieved the highest combined score of technical and price as per below:

The highest score will be calculated by formula: HS = TS x 0.7 + FS x 0.3

(HS= Highest Score, TS = Technical/Sample Scores, FS = Financial Score)

Technical Evaluation Criteria

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

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 and Web Design Portfolio

Criterion for evaluation

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organisation submitting proposal							
1.1	Reputation of Organisation and Staff (Competence / Reliability)	30					
1.2	Demonstrated client list over the last 5 years	30					
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)	30					
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 specialized skills.)	30					
1.5	Relevance of Company's: - Specialized Knowledge	150					

	- Experience on Similar Programme / Projects - Experience on Projects in the Region - Work for UN agencies/ large organizations (private sector and non-profit)						
1.6	Quality assurance procedures, warranty	30					
		300					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E
Understanding of Requirements, Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task?	50					
2.2	Have the important aspects of the task been addressed in sufficient detail?	50					
2.3	Are the different components of the project adequately weighted relative to one another in the work plan and approach?	50					
2.4	Is the proposed work plan well defined and does it correspond to the TOR?	75					
2.5	Is the presentation of the work plan and approach clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	75					
		300					

Technical Proposal Evaluation Form 3				Points Obtainable	Company / Other Entity				
					A	B	C	D	E
Personnel and Web Design Portfolio									
3.1	Project Staff: UX Expert and Web Designer			100					
			Sub-Score						
	General Qualification		10						
	Suitability for the Project		90						
	- Professional experience in UX and responsive web design	30							
	- Quality and creativity of portfolio	35							
	- Demonstrated experience in designing for complex web projects (e.g. complex information architecture, multilingual websites)	15							
	- Technical expertise and specialized skills in HTML/CSS	10							
			100						
3.2	Front-end Web Developer			100					
			Sub-Score						
	General Qualification		10						
	Suitability for the Project		90						

	- Professional experience in coding for responsive web design projects	30							
	- Demonstrated experience in coding for complex web projects	20							
	- Resume/Portfolio shows demonstrated expertise and experience in front-end web/UI development (HTML5, CSS3, Javascript, Jquery, etc) and latest web standards.	30							
	- Resume/Portfolio shows demonstrated expertise and experience in coding with browsers known to have quirks and/or with older browsers (e.g. IE7)	10							
			100						
3.3	Company web design portfolio			200					
			Sub-Score						
	Portfolio demonstrates strength in responsive web design approach		60						
	Portfolio provides examples of projects that were well executed in terms of complexity and breadth		25						
	Do web portfolio examples clearly explain role of company and/or roles/number of staff members involved?		25						
	Quality of work (design and wireframes)		90						
	- Creativity	30							
	- Clear information architecture and visual hierarchy	30							
	- Strength and clarity of wireframes	30							
			200						
	Total Part 3			400					
	70% of 1000pts = 700 pts needed to pass technical								

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

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in 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.

Annex II

UN WOMEN GENERAL CONDITIONS OF CONTRACT

FOR PROFESSIONAL SERVICES

1. LEGAL STATUS

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNWOMEN. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNWOMEN or the United Nations.

2. SOURCE OF INSTRUCTIONS

The Contractor shall neither seek nor accept instructions from any authority external to UNWOMEN in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNWOMEN or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNWOMEN.

3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4. ASSIGNMENT

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNWOMEN.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNWOMEN for all sub-contractors. The approval of UNWOMEN of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNWOMEN or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNWOMEN, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8. INSURANCE AND LIABILITIES TO THIRD PARTIES

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

(i) Name UNWOMEN as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNWOMEN;

(iii) Provide that UNWOMEN shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide UNWOMEN with satisfactory evidence of the insurance required under this Article.

E. 9. ENCUMBRANCES/LIENS

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNWOMEN against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNWOMEN shall rest with UNWOMEN and any such equipment shall be returned to UNWOMEN at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to

UNWOMEN, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNWOMEN for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNWOMEN shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNWOMEN under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNWOMEN.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNWOMEN does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNWOMEN a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNWOMEN; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNWOMEN in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNWOMEN, shall be made available for use or inspection by the UNWOMEN at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNWOMEN authorized officials on completion of work under the Contract

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNWOMEN OR THE UNITED NATIONS

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNWOMEN, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNWOMEN or the United Nations, or any abbreviation of the name of UNWOMEN or the United Nations in connection with its business or otherwise.

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

13.1 All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNWOMEN, shall be treated as confidential and shall be delivered only to UNWOMEN authorized officials on completion of work under this Contract.

13.2 The Contractor may not communicate at any time to any other person, Government or authority external to UNWOMEN, any information known to it by reason of its association with UNWOMEN which has not been made public except with the authorization of UNWOMEN; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNWOMEN, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNWOMEN of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNWOMEN shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNWOMEN shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

15. TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.

15.2 UNWOMEN reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNWOMEN shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNWOMEN under this Article, no payment shall be due from UNWOMEN to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, UNWOMEN may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shal l immediately inform UNWOMEN of the occurrence of any of the above events.

16. SETTLEMENT OF DISPUTES

16.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of, or relating to this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2. Arbitration

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. PRIVILEGES AND IMMUNITIES

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia, that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNWOMEN to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNWOMEN to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNWOMEN before the payment thereof and UNWOMEN has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNWOMEN with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNWOMEN to terminate this Contract immediately upon notice to the Contractor, at no cost to UNWOMEN.

20. MINES

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNWOMEN to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNWOMEN.

OBSERVANCE OF THE LAW

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNWOMEN unless provided by an amendment to this Contract signed by the authorized official of UNWOMEN.

Annex III

Terms of Reference (TOR)

Responsive web design of UN Women Watch website in alignment with UN Women corporate website

Background – About UN Women Watch

UN Women Watch (http://www.un.org/womenwatch/) — a web portal that features news, resources and information from the UN system on gender equality and women's empowerment — is planning a website overhaul to better serve its public audience and constituencies online and align its brand with UN Women (http://www.unwomen.org/).

UN Women Watch is a joint United Nations project that was created in March 1997 to provide a web space for global gender equality issues and to support implementation of the 1995 Beijing Platform for Action. It was founded by the former entities UN Division for the Advancement of Women (DAW), United Nations Development Fund for Women (UNIFEM) and United Nations International Research and Training Institute for the Advancement of Women (INSTRAW) that have now merged into UN Women. UN Women became operational in January 2011.

Since transitioning under UN Women, the portal is currently in the process of realigning its business objective, brand and design to complement the UN Women website (www.unwomen.org), without duplicating the entity's messaging or content, but rather promoting the work of gender equality beyond UN Women. Moving forward, UN Women Watch will serve as a smart aggregator site that dynamically and manually showcases content, resources and other information on gender equality from UN agencies (other than UN Women) and its partners. It will also serve to promote that content through a number of distribution channels (website, social media, RSS-to-email).

UN Women Watch: Overall Objectives and Goals

UN Women Watch's main objective is to serve as a one-stop source for the latest news, resources and information on gender equality beyond UN Women through dynamic aggregation and smart curation of content from a number of content sources (primarily from the UN system and partners). Content promotion and distribution will also go hand-in-hand with aggregation. Thus, content will also be packaged in compelling, bite-sized nuggets and promoted through various distribution channels (website, social media, RSS-to-email). Where technically feasible, content will be distributed to meet user preferences (e.g. Email alerts set to the user's preferences).

Its main audience includes UN agencies, governments, donors, NGOs, media, academia and gender advocates. While the website will be set up in English to start, it aims to scale out eventually to different languages. It also aims to be scalable to include additional features in the future as user behaviour is further evaluated and tested. As per corporate policies, the website functionality will be developed under the entity's corporate content management system (CMS), Sitecore, and follow UN Women information security standards as well as best practices for information security principles, such as OWASP.

With the main goals and objectives in the mind, the following represent the main UX and design objectives that need to be met by the Offerer:

1. **Complementary branding/positioning with user experience in mind:** It is important that UN Women Watch is positioned and designed in a way that complements the UN Women website design without detracting from the brand or diluting/duplicating its messaging or content. In doing so, it also needs to maintain an inter-agency feel and have a clear visual identity. Ultimately, the UN Women Watch website and UN Women website need to feed off and promote each other in ways that enrich the end user's experience rather than confusing it.

2. **An aggregation model with clear visual/information hierarchy:** UN Women Watch's bread and butter is its content aggregation (both through filtered RSS feeds and manual contributions). Aggregated content and category types include, and are not limited to, news, events, speeches, resources, portals, campaigns, tools and multimedia. Aggregated content will also be re-hashed into new category types such as "Top articles" or "What's trending". Because of the wealth of information from various sources, the design should provide a clear visual and information hierarchy in its overall structure and page layout to allow for easier consumption of various content types and categories.

3. **Dedicated and flexible spaces for curated media/content:** While the website aims to dynamically pull in content where possible and technologically feasible, UN Women Watch will also manually curate and repackage content into compelling bite-size pieces in order to grab the attention of its end user for effective promotion online. Such bite-size information can include, for example, "fact of the day" or timelines with curated media. This is so that information is compelling, consumable and easily shareable by a public audience and on social media in ways that speak to a general audience. The design needs to consider layouts for different curated components, depending on the context, especially for pages where there is the highest user engagement, e.g. the homepage.

4. **Promotion and distribution an integral aspect in the design:** Content promotion and distribution will go hand-in-hand with aggregation and is another integral component of the overall strategic direction. Hence, the design should incorporate avenues for promotion of content via social media in creative and holistic ways. Since UN Women Watch's current daily news alert feature is one of its more popular features, e-mail alerts should be clearly incorporated into the layout to encourage new users to sign up for the latest news and updates. The e-mail template design also needs to align with the website design and visual identity.

5. **A modern, news-like visual identity using a responsive, mobile-first, agile design approach and that complies with W3C standards:** In order to cater to its audience base effectively and as widely as possible, the website must be responsive and designed with a content-focused, mobile-first, agile approach and comply with W3C standards, especially as it pertains to accessibility for persons with disabilities. The design objective includes designing with flexible, grid-based layouts using flexible images/media and CSS3 media queries for varying resolution breakpoints (to be discussed with Offerer) and optimizing for modern browsers, while still providing support for older browsers/devices commonly used by its audience (based on analytics). Since the website is content-rich with daily updates to news and occasionally publications, one possible visual direction is to create a news-like feel that is modern and vibrant. Varying types of information should also be easy to scan through and consume. Note, the visual identity and other possible directions will be discussed with the Offerer.

Scope of Work

While the website structure has yet to be fully determined, the following are pages and components the website will have, some of which will closely align with UN Women's corporate website, structure and taxonomy:

- Home/Main landing page
- About, Contact, Privacy Policy, Site Map
- UN Entities & Partners (Comparative advantages, joint initiatives)
- News and Events
- Resources
    - Publications (Flagship and Other)
    - Portals
    - Campaigns
    - Tools
    - Data/statistics (this page will promote data tools and reports/websites with statistics that already exist)
- Topics
- Regions
- Departments (quote of the week, stat of the day, etc)
- Audiovisual corner
- Social Media
- Subscribe to alerts

The UX analysis and re-design will take place in the following stages:

Stage 1: Discovery, UX analysis

In close coordination with the UN Women Chief of Communications and under the direct supervision of the UN Women Watch Web Manager:

- Review UN Women visual identity, latest design templates and components, and corporate taxonomy.
- Review UN Women Watch objectives and research (includes web analytics, user survey results, in-house research on aggregation content models).
- Review proposed avenues to create symbiotic relationship between UN Women Watch and UN Women website.
- Review proposed site structure, content types/elements and category types.
- Based on the review of materials and research listed above, analyze and identify any UX design and information architecture challenges and make concrete recommendations on how to address them. Make any further recommendations to achieve UN Women Watch's design objectives.
- Based on devices commonly used by its audience, recommend resolution/device breakpoints for design phase (e.g. 1200px for widescreen displays, 1024 pixels for iPads in landscape mode, 320px for small screen devices in portrait mode, etc.).
- Review timeline and workflow process in stage 2.

Stage 2: Design and template coding

In close coordination with the UN Women Chief of Communications and under the direct supervision of the UN Women Watch Web Manager:

- **Page types (templates), content hierarchy and content reference wireframes.** Discuss potential templates (page types) for site (up to ten). Make concrete recommendations for visual and content hierarchy and create content reference frames.
- **Visual directions and mood boards.** Discuss visual identity and possible visual directions. Create three mood boards to explore different overall looks and directions for the site. Mood boards should address 1) color palettes 2) typography (e.g. Header 1, Header 2 and Header 3, hyperlinks, paragraph, etc) 3) textures/patterns 4) styles for media (e.g. photography). For illustrative purposes, the mood board should include how some content elements would look. After a mood board has been selected, allow up to two rounds of revision.
- **Recommendations on what design and visual components could help enhance symbiotic relationship between UN Women Watch and UN Women site.** Make concrete recommendations on how components of UN Women Watch website would fit under UN Women corporate website templates.
- **Design and coding**. After templates (page types), content wireframes, and visual directions have been approved, design and code templates from the front-end simultaneously in the following iterative stages* for each page type/template using flexible grid layouts (up to ten):

  - Text design (taking sample content, lay out basic structure with HTML).
  - Sketch/design initial mock-up using fluid grid layout.
  - Prototype template (page type) in HTML and CSS (sample content can be provided to aid the process).
  - Test prototype against different resolution/device breakpoints and browsers.
  - Review and discuss
  - Revise and finalize design of template (page type) based on prototype testing
  - Review and discuss
  - Revise and test template design until it works under determined resolution/device breakpoints and required browsers. Finalize templates to meet coding specifications outlined below (see "**Coding specifications for final deliverables**").
  - Repeat process for remaining page types/templates.

  *During each stage, the web designer/front-end developer should continuously present the latest sketches/designs/prototypes in an accessible format to the UN Women Watch Web Manager to check in on any recommended changes and approvals.

- **Create design document listing relevant visual components.** For easy reference, create a design document with visual components that can be used in flexible spaces on the final templates for easy reference. (e.g. "Fact of the day" would be considered a visual component used in a flexible space that could then be switched with another relevant visual component, such as "Quote of the week"). Add any relevant commentary that may be useful for a front-end editor using the flexible space or to a back-end developer creating the functionality under the corporate CMS. (e.g. character limits, where on the site a link would take you if clicked on, etc)

- **Final review and handover document for CMS development with full functional commentary of final templates and all visual components:** After final review and approvals of templates (page types) and all visual components, make any final revisions, if any, as needed. For CMS development purposes, create a handover document that provides any pertinent information that will aid the CMS development phase as it pertains to functional/behavioural components within the design. As part of handover notes, mark-up all final and coded design templates and visual components with relevant commentary that 1) clearly explains any required functionality for CMS development team 2) provides any explanation for unusual front-end coding decisions made. The handover documentation will be handed over to the CMS development team and will act as a blueprint to aid CMS configuration and development decisions moving forward.
- **Design email template**. Wireframe, sketch and design one email template in alignment with final website design with one round of revision that will be used for daily alerts.

Note: During each stage of the design and front-end coding development phase for templates, regular conversations will continue with the UN Women Watch Web Manager and CMS development company. This is so technical/functional feasibility and CMS development costs can be scoped out and tested, and kept in check.

Final deliverables

- 10 coded templates that meet responsive design and business objectives of UN Women Watch and have clear mark-up and commentary within the code where appropriate. Templates should also meet W3C and cross-device/browser requirements.
- Handover document for CMS development company with any pertinent information as it relates to functional/behavioural components within the design. Handover notes should come with 10 clearly marked up, coded template designs that detail any required functionality/behaviour within the design components. As part of handover, mark-up all final and coded design templates and visual components with relevant commentary that 1) clearly explains any required functionality for CMS development team 2) provides any explanation for unusual front-end coding decisions made.
- Design document illustrating visual components that fit under flexible spaces on UN Women Watch with commentary that would be useful for a front-end editor and/or CMS developer.
- One e-mail template design
- Recommendations on what design and visual components could help enhance symbiotic relationship between UN Women Watch and UN Women site.

Coding specifications for final deliverables

All coded templates (10 total) should meet the following specifications

- Template structure: HTML5 doctype with demonstrable consideration taken for SEO
- Semantic markup: Elements/selectors should be semantic in nature and should have a clear purpose to minimize complexity of code and follow accessibility standards.
- Search Engine Optimization: Source code must be ordered to improve indexing by search engines as well as usability and legibility in plain-text browsers.
- Style sheets: Templates must come accompanied with style sheets using the latest CSS standards (CSS3 and below).

- Responsive: Built on a fluid foundation using grid-based layouts, flexible images/media and CSS3 media queries. Design must be responsive to various resolution/device breakpoints as determined in Stage 1.
- Native considerations: The design must account for distinct conventions across different native platforms. E.g. Touch target sizes, stretchable UI elements
- Versatile: Mark-up and style sheets must account for rendering bugs in browsers. i.e Designs (mark-up and style sheets) should be optimized for modern Windows and MAC OS browsers, while still providing support for older browsers (this includes IE7) and plain-text browsers.
- W3C: All templates and style sheets must validate according to W3C standards, especially as it pertains to accessibility for persons with disabilities.
- Commenting: Markup and style sheets must be commented properly, and where necessary, to explain unusual items.

Schedule/Timeline

Tentative project period: 13 weeks. Note: Approval and scoping times can vary and may adjust timeline. The Offerer may not be required to provide services during approval/scoping periods, but can start on other tasks in the timeline/TOR, if relevant, and as discussed with the UN Women Watch Manager.

Phases/Delivery Times	**Week**
Stage 1: Discovery, UX analysis	
a. Discovery phase, consultations and review with Offeror	1
b. UX analysis, recommendations	2
Stage 2: Design and template coding	
a. Page types (templates), content hierarchy and content reference wireframes	3
b. Visual directions and mood boards with two rounds of revision.	4
c. Recommendations on what design and visual components could help enhance symbiotic relationship between UN Women Watch and UN Women site.	4
d. Design and coding (10 templates).	5-11
h. Create document with list of relevant visual components.	12
i. Final review and full functional commentary of final templates and all visual components	12-13
j. Design email template with one round of revision	13
Final deliverables	13

Additional Proposal Submission Contents

In addition to required documents and information outlined in the RFP for submission, the Offerer should also submit the following to facilitate the technical evaluation:

- **Company:** Description of company and experience in responsive web design and front-end development. Size of company and type of staff housed onsite (e.g. web designer, front-end developer).
- **Assigned team members and resumes:** Title, description and resume(s) of assigned team member(s). Resumes, where relevant, should link to portfolio of work (this can include work done within the company and outside the company) and any specialized skills he/she has.
- **Company web design portfolio:** The company web design portfolio should include at least three final website designs, one or more of which must include and demonstrate a responsive design approach. This should include final designs, examples of wireframes, and if possible, a live web link to the final sites. Each example should come with a clear description of the project, the role the company played, and if other partners/subcontractors were involved. If relevant, clearly indicate role of assigned UX expert/web designer and/or front-end developer in submitted work. The Offeror is welcome to submit more relevant web design examples. Portfolios should be submitted in PDF format with web links, where relevant. The Offerer will not be approached if broken links are submitted, so please ensure online links are active.

Annex IV

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

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

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

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

Dated this day /month of year

F. Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Annex V

PRICE SCHEDULE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes, since UN WOMEN is exempt from taxes as detailed in Section II, Clause 18.

The Price Schedule 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 Price Schedule 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.

	Price Schedule: **Request for Proposals for Services**				
Description of Activity/Item as per TOR		**Total of estimated hours needed**	**Hourly rate**	**Number of Staff**	**Estimated Amount**
Stage 1	a. Discovery phase, consultations and review with Offeror				
	b. UX analysis, recommendations				
Stage 2	a. Page types (templates), content hierarchy and content reference wireframes				
	b. Visual directions and mood boards with two rounds of revision.				
	c. Recommendations on what design and visual components could help enhance symbiotic relationship between UN Women Watch and UN Women site.				
	d. Design and coding (10 templates).				
	e. Create document with list of relevant visual components.				
	f. Final review and full functional commentary of final templates and all visual components				
	h. Create page with list of relevant visual components.				

	i. Final review and full functional commentary of final templates and all visual components				
	j. Design email template with one round of revision				
Other Expenses	Regular phone meetings during each stage with UN Women and CMS back-end development company				
List other expenses					
	GRAND TOTAL				