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REQUEST FOR PROPOSAL (RFP) (RFP-Beijing Review /2013)

External Review of the Implementation and Progress of the Beijing Platform for Action

Greater equality between men and women is a critical component of sustainable development. The Beijing Platform for Action (BPfA), which Sri Lanka subscribed to, was an outcome from the Fourth World Conference on Women in Beijing, China, and adopted in 1995. It is an agenda for women's empowerment and a platform that outlines the strategic objectives and actions that need to be taken by the international community, national governments and civil society to address obstacles to women's participation in public and private spheres. It also notes the importance of ensuring equality and that power and responsibility are shared by women and men in various domains; household, community, workplace and wider national and international communities in keeping with human rights and social justice. The objectives and actions of the BPfA are arranged focusing on 12 areas of concern, each highlighting the significance of the advancement of women.

The BPfA provides a platform for Sri Lanka to demonstrate efforts that have been taken to achieve women's empowerment and uphold the principles of equality. Related to the Platform, a number of critical institutions have been established such as the Ministry of the Women's Affairs and the National Committee on Women, the formulation of a National Plan of Action for Women with the participation of line ministries and civil society but how these have translated into action is less obvious. Civil society efforts have also been supported to popularize and advocate the implementation of the BPfA. However, the achievements from these efforts and its impacts on the lives of women and the girls child need further investigation. While some efforts have been taken to focus on the areas of concern in the BPfA, there is a need to consolidate these efforts and review effectiveness in line with the Platform. Such an initiative will provide a valuable resource to those trying to establish these linkages through their own work and present a consolidated analysis for future consultations and action.

To this effect, the United Nations Development Programme (UNDP) Country Office in Sri Lanka wishes to call for Request for Proposals from qualified National Service Providers to carry out the above external review. The solicitation document together with the Terms of Reference (TOR) can be downloaded free of charge on www.lk.undp.org (operations > procurement). We invite your organization to submit a proposal according to the terms and conditions of the solicitation document. Any proposal received and not conforming to the terms & conditions will be considered as technically non-compliant and the offer will be rejected. ***Deadline for the submission of the Request for Proposal is Friday 20th September 2013 on or before 2.00pm*** local time Colombo, Sri Lanka.

United Nations Development Programme (UNDP)
Head of Procurement
202-204 Bauddhaloka Mawatha
Colombo 07
Sri Lanka.

REQUEST FOR PROPOSAL (RFP)

External Review of the Implementation of the Beijing Platform for Action	DATE: September 7, 2013
	REFERENCE: (RFP-Beijing Review /2013)

Dear Sir / Madam:

We kindly request you to submit your Proposal for the **External Review of the Implementation and Progress of the Beijing Platform for Action**

Please be guided by the form attached hereto as **Annex 1**, in preparing your Proposal.

Proposals must be submitted on or before Friday, September 20, 2013 delivered to the address below:

**United Nations Development Programme
202-204 Baudhaloka Mawatha, Colombo 7, Sri Lanka.
Attention: Rohana Dissanayake, Head of Procurement**

Your Proposal must be expressed in the English Language, and valid for a minimum period of 120 days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements and meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link :http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Rohana Dissanayake
Head of Procurement
9/7/2013

Description of Requirements

Brief Description of the Required Services ¹	External Review of the Implementation and Progress of the Beijing Platform for Action
List and Description of Expected Outputs to be Delivered	Please refer to the attached Terms of Reference
Person to Supervise the Work/Performance of the Service Provider	UN Resident Coordinator's Office
Frequency of Reporting	<i>Monthly</i>
Location of work	<input checked="" type="checkbox"/> Exact Address 202-204 Bauddhaloka Mawatha, Colombo 07, Sri Lanka
Expected duration of Contract	Approximately 08 Months
Target start date	15th October 2013
Latest completion date	31st July 2014
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Refer to TOR
Currency of Proposal	Sri Lanka Rupees
Value Added Tax on Price Proposal ²	Must be exclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (Counting for the last day of submission of quotes)	120 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Payment Terms ³	Milestone and Deliverables based
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UN Resident Coordinator's Office
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Professional Services Agreement
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and

	Conditions(GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.																																							
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (700 points)</u></p> <table><tr><td><u>Section1:</u>Competence and expertise of the Service Provider</td><td>400</td></tr><tr><td><u>Section 2:</u>Proposed methodology, work plan and approach(es) supported by rationale</td><td>300</td></tr><tr><td>Total</td><td>700</td></tr></table> <p>Details of evaluation criteria and marking scheme: Section 1: Competence and expertise of the Service Provider:</p> <table><tr><th>No</th><th>Criteria</th><th>Points</th></tr><tr><td>1.1</td><td>Previous experience of Service Provider in undertaking research and analysis on women's issues including policy related research and analysis</td><td>100</td></tr><tr><td>1.2</td><td>Previous experience of the resource team in undertaking work in the area of women's empowerment, gender issues and the related themes of concern, especially in terms of linkages to broader policy level platforms</td><td>100</td></tr><tr><td>1.3</td><td>Quality of relevant sample materials relating to the assignment submitted, such as research studies, baseline assessments, policy briefs, evaluations, knowledge products, etc.</td><td>50</td></tr><tr><td>1.4</td><td>Previous clients and partners</td><td>25</td></tr><tr><td>1.5</td><td>Relevant qualifications (academic and professional) of cross-sectoral resource team</td><td>25</td></tr><tr><td>1.6</td><td>Cross-sectoral composition of resource team that meets the requirements of the TOR</td><td>100</td></tr></table> <p>Section 2: Proposed methodology, work plan and approach(es) supported by rationale:</p> <table><tr><th>No</th><th>Criteria</th><th>Points</th></tr><tr><td>2.1</td><td>Methodology and approach</td><td>200</td></tr><tr><td>2.2</td><td>Defined tasks to carry out the scope of work and relevance to the Terms of Reference</td><td>50</td></tr><tr><td>2.3</td><td>Realistic work plan</td><td>50</td></tr></table> <p>In order for the UNDP to assess your company on the technical assessment to successfully carry out the required TOR, you are encouraged to submit your proposal that will cover all aspects of technical assessment criteria above.</p>	<u>Section1:</u> Competence and expertise of the Service Provider	400	<u>Section 2:</u> Proposed methodology, work plan and approach(es) supported by rationale	300	Total	700	No	Criteria	Points	1.1	Previous experience of Service Provider in undertaking research and analysis on women's issues including policy related research and analysis	100	1.2	Previous experience of the resource team in undertaking work in the area of women's empowerment, gender issues and the related themes of concern, especially in terms of linkages to broader policy level platforms	100	1.3	Quality of relevant sample materials relating to the assignment submitted, such as research studies, baseline assessments, policy briefs, evaluations, knowledge products, etc.	50	1.4	Previous clients and partners	25	1.5	Relevant qualifications (academic and professional) of cross-sectoral resource team	25	1.6	Cross-sectoral composition of resource team that meets the requirements of the TOR	100	No	Criteria	Points	2.1	Methodology and approach	200	2.2	Defined tasks to carry out the scope of work and relevance to the Terms of Reference	50	2.3	Realistic work plan	50
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	<p><i>Only proposals that achieve above the minimum of 490 points (i.e. at least 70% of the total 700 points) on the substantive presentation shall be reviewed for competitiveness of fees, in the following manner:</i></p> <p><u>Financial Proposal (300 points)</u></p> <ul style="list-style-type: none"> A weighted pricing methodology will be employed, and 300 points shall be allotted to the <u>lowest overall weighted fee</u> proposed among those invited firms which obtain the threshold points in the evaluation of the substantive presentation. All other fee proposals shall receive points in inverse proportion to the lowest total fees; e.g. $[300 \text{ Points}] \times [\text{LKR lowest weighted fees}] / [\text{LKR other}] = \text{points for other proposer's weighted fees.}$ <p><u>The contract will be awarded to the proposal which scores the highest cumulative score (technical score + Financial score)</u></p>
UNDP will award the contract to:	<p>✓ <input type="checkbox"/> One Service Provider</p>
Annexes to this RFP ⁴	<p><input type="checkbox"/> Description of Requirements (annex 1)</p> <p><input type="checkbox"/> Form for Submission of Proposal (Annex 2)</p> <p><input type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)</p> <p><input type="checkbox"/> Detailed TOR (annex 4)</p> <p><input type="checkbox"/> Financial Proposal (annex 5)</p>
Contact Person for Inquiries (Written inquiries only) ⁵	<p><i>Ms. Azra Abdul Cader</i> <i>UN RC Office</i> <i>azra.abdulcader@one.un.org</i></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	N/ap

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁶

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁷)

Sri Lanka
September 20, 2013

To: Rohana Dissanayake, Head of Procurement

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 9/7/2013, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions :

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Previous experience of Service Provider in undertaking research and analysis on women's issues including policy related research and analysis
- b) Previous experience of the resource team in undertaking work in the area of women's empowerment, gender issues and the related themes of concern, especially in terms of linkages to broader policy level platforms
- c) Quality of relevant sample materials relating to the assignment submitted, such as research studies, baseline assessments, policy briefs, evaluations, knowledge products, etc.
- d) Previous clients and partners
- e) Relevant qualifications (academic and professional) of cross-sectoral resource team
- f) Cross-sectoral composition of resource team that meets the requirements of the TOR
- g) Details of proposed methodologies/work plan and approaches

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

⁶This serves as a guide to the Service Provider in preparing the Proposal.

⁷ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

*[Name and Signature of the Service Provider's
Authorized Person]
[Designation]
[Date]*

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 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.

4.0 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 UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP 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 to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP 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.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, 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.

8.0 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 the 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:
 - 8.4.1** Name UNDP as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - 8.4.3** Provide that the UNDP 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 the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 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 the UNDP 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.

10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, 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 UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP 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 UNDP 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 UNDP.
- 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 UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP 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 UNDP; 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 UNDP 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 UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor

will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** 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 the UNDP, 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 the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP 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.
- 14.2** 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, the UNDP 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.
- 14.3** 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.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP 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 UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

- 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, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 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 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:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 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.

18.0 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 the UNDP to determine a mutually acceptable procedure.
- 18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor

shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 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 UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 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 UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 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.

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

TERMS OF REFERENCE

**External Review of the Implementation and Progress of the
Beijing Platform for Action**

1. BACKGROUND

Greater equality between men and women is a critical component of sustainable development. The Beijing Platform for Action (BPfA), which Sri Lanka subscribed to, was an outcome from the Fourth World Conference on Women in Beijing, China, and adopted in 1995. It is an agenda for women's empowerment and a platform that outlines the strategic objectives and actions that need to be taken by the international community, national governments and civil society to address obstacles to women's participation in public and private spheres.

It also notes the importance of ensuring equality and that power and responsibility are shared by women and men in various domains; household, community, workplace and wider national and international communities in keeping with human rights and social justice.⁸ The objectives and actions of the BPfA are arranged focusing on 12 areas of concern, each highlighting the significance of the advancement of women. These are:

1. Women and poverty
2. Education and training of women
3. Women and health
4. Violence against women
5. Women and armed conflict
6. Women and the economy
7. Women in power and decision-making
8. Institutional mechanisms for the advancement of women
9. Human rights for women
10. Women and the media
11. Women and the environment
12. The girl child

The BPfA provides a platform for Sri Lanka to demonstrate efforts that have been taken to achieve women's empowerment and uphold the principles of equality. Related to the Platform, a number of critical institutions have been established such as the Ministry of the Women's Affairs and the National Committee on Women, the formulation of a National Plan of Action for Women with the participation of line ministries and civil society but how these have translated into action is less obvious. Civil society efforts have also been supported to popularize and advocate the implementation of the BPfA.⁹ However, the achievements from these efforts and its impacts on the lives of women and the girls child need further investigation.

While some efforts have been taken to focus on the areas of concern in the BPfA there is a need to consolidate these efforts and review effectiveness in line with the Platform. Such an initiative will provide a valuable resource to those trying to establish these linkages through their own work and present a consolidated analysis for future consultations and action.

⁸<http://www.un.org/womenwatch/daw/beijing/platform/plat1.htm>, accessed August 2013

⁹Jayaweera, S. <http://www.aworc.org/bpfa/res/crep/sr00001.html>, 2000, accessed August 2013

2. PURPOSE OF REVIEW

Against this background, the United Nations Resident Coordinator's Office (UNRCO) wishes to contract a Service Provider to undertake an independent review of the implementation and progress of the BPfA in Sri Lanka since subscription, focusing on the 12 areas of concern outlined within the BPfA and showcasing what has been done by government, donors, development institutions, and national and international NGOs and advocacy groups. The review will provide a useful resource for the upcoming World Women's Conference to be held in 2015 and promote the actions and steps taken by Sri Lanka to implement the BPfA as well as highlight gaps that still need to be addressed.

By obtaining an independent analysis of the BPfA, the review will:

- Assess the achievements that have been made to date facilitated through the BPfA;
- Draw lessons that can inform local and global efforts that promote women's empowerment in Sri Lanka;
- Identify gaps that can be considered by development practitioners when planning and implementing initiatives.

3. SCOPE OF REVIEW

The Service Provider is expected to substantively review the developments in Sri Lanka since 1995 using available secondary resources and other means as appropriate to describe and analyze actions in-depth within each of the themes of concern that are presented in the table below. The review should answer the following broad questions:

- What actions (including policies) have been taken in relation to each of the themes of concern?
- What have been the institutional arrangements – at local, national, regional and global levels that have supported the implementation of the BPfA and its components?
- What has been achieved in relation to each of the themes of concern?
- What are the gaps in relation to each of the themes?
- How has a rights based perspective, as promoted by the BPfA, been applied?

It should also be tailored to involve the following in the analysis:

- Where relevant, identify if Sri Lanka identified specific areas of focus as priority to address/take action within each themes of concern.
- Describe and analyze the manifestations of issues in Sri Lanka within each of the themes of concern, including the inter-linkages between these issues.
- Consider how these issues affect women and girls of different ethnic and religious groups, age categories, region and across other differences/identity groupings.

The Service Provider will be expected to expand on, adapt and/or refine the above mentioned areas of inquiry as part of **the Proposal** and subsequently **the Inception Report**. The Inception Report is expected to detail out and provide a refined scope of the review, methodology, tools to be used to consolidate information, structure of report, work plan and dissemination plan submitted in the proposal and revised with inputs from the UNRCO. The Service Provider is expected to provide details of the approach it will adopt in the review and the stakeholders to be consulted. The review should provide evidence based information that helps reach the conclusions arrived at together with a complete reference list.

Themes of concern	Broad scope of review
Women and poverty	<ul style="list-style-type: none"> - <i>How have interventions (at various levels) addressed the causal factors of poverty that particularly affect women and exacerbate inequalities?</i> - <i>If poverty is to be considered more than access to income, then which dimensions of poverty have been addressed more than others?</i> - <i>What has been useful to ensure that women can stay out of poverty? What has not and kept women in poverty?</i> - <i>What has helped reduce regional disparities in poverty?</i> - <i>Has there been a feminization of poverty?</i> - <i>How has women's agency helped overcome poverty conditions?</i> - <i>How has women's contribution to the economy been addressed?</i> - <i>How do women's livelihood opportunities measure up against that of men?</i> - <i>How have social protection schemes addressed poverty for women?</i>
Education and training of women	<ul style="list-style-type: none"> - <i>How has equality of access in primary, secondary and tertiary education as well as technical and vocational training improved for women?</i> - <i>Do cultural practices and beliefs continue to impede women's access to education?</i> - <i>Are curricula and teaching materials gender sensitive/used to improve gender equality?</i> - <i>How has sexual and reproductive health education improved?</i> - <i>What is the allocation of resources for improving access to education?</i>
Women and health	<ul style="list-style-type: none"> - <i>How is women's equitable access to health services ensured though out the life cycle?</i> - <i>What has been the public health spending for preventive and curative health care services and its sufficiency in relation to women's health?</i> - <i>What has been the response to emerging issues such as early marriage and teenage pregnancy?</i> - <i>How have reproductive health rights been upheld and access ensured?</i> - <i>How have the prevention and care for HIV/AIDS and other sexually transmitted diseases been undertaken and addressed?</i> - <i>How has sexual and gender based violence been addressed?</i> - <i>How has the availability of data improved in relation to women's health and as a demographic group?</i>
Violence against women	<ul style="list-style-type: none"> - <i>What are the manifestations of violence against women in various domains?</i> - <i>How and in what circumstances is violence reported?</i> - <i>How does awareness affect violence?</i> - <i>How has service provision expanded to address violence against women?</i> - <i>What are the barriers that continue to prevent a holistic approach to addressing gender based violence?</i> - <i>How are men being involved to counter gender based violence?</i> - <i>How are perpetrators of violence being held accountable?</i>
Women and armed conflict	<ul style="list-style-type: none"> - <i>Which groups of women and how have these women been affected by the ethnic conflict and the war?</i> - <i>How has women's protection been ensured in a war/post-war context?</i> - <i>What are the issues that have to be considered in relation to women in the war/post-war context?</i> - <i>What is the nature of violence against women in a war/post-war context and how has it been addressed?</i> - <i>How have women's rights been ensured in the post-war recovery and development contexts?</i> - <i>What is women's role in peace building and reconciliation efforts as well as other decision making efforts?</i>

Themes of concern	Broad scope of review
Women and the economy	<ul style="list-style-type: none"> - <i>What is the nature of women's access to resources and services that enable economic empowerment in informal and formal sectors and the related sectors of agriculture, fisheries, services, small and medium enterprises etc?</i> - <i>What are the cultural factors that support and inhibit women's economic empowerment?</i> - <i>What are the linkages between economic empowerment and women's role within the household and community?</i> - <i>How has women's safety and security in employment been ensured - in the formal and informal sectors?</i> - <i>How has issues of violence affecting women in the economic context been addressed?</i> - <i>Where have women taken on decision making positions and what have been the conditions that have supported this? What are the challenges?</i> - <i>How have women's rights and equal access in the context of economic empowerment been promoted and implemented?</i>
Women in power and decision making	<ul style="list-style-type: none"> - <i>What is the nature of women's participation in power and decision making processes?</i> - <i>What is the context they have to operate within and how does this promote and/or constrain their constructive involvement?</i> - <i>What are the spaces women are/are not engaging in - political and civil, community based and informal?</i> - <i>What are the efforts that have been taken by relevant actors to increase women's involvement in power and decision making spaces and positions and what have been the benefits of this?</i> - <i>What are the mechanisms and institutions to promote the advancement of women?</i>
Institutional mechanisms for the advancement of women	<ul style="list-style-type: none"> - <i>What are the national institutional mechanisms that have been established for the advancement of women and addressing women's issues?</i> - <i>How do other institutional mechanisms mainstream women's issues into their portfolios?</i> - <i>How effective has this institutional mechanism been? What more needs to be done?</i>
Human rights of women	<ul style="list-style-type: none"> - <i>How have the rights of women (across groups) and the girl child been ensured?</i> - <i>How are they being advocated?</i> - <i>Which women are more vulnerable than others? How?</i> - <i>What are the mechanisms and institutions to promote the advancement of women?</i> - <i>What has been done to improve capacities to ensure human rights of women are met?</i>
Women and the media	<ul style="list-style-type: none"> - <i>What has been done to ensure that women and women's issues are portrayed in the media in a respectable manner?</i> - <i>What are the mechanisms and institutions that support media actions that promote a respectable portrayal of women in the media?</i> - <i>How are ICTs and social media being mobilized to strengthen and support activities that look into how women are portrayed in the media and advocate for action?</i> - <i>What has been done towards capacity building of media personnel regarding women issues and the portrayal of women in the media?</i>
Women and the environment	<ul style="list-style-type: none"> - <i>What have been the effects of the changing environmental conditions on women and girls? Who is more affected and how?</i>

Themes of concern	Broad scope of review
	<ul style="list-style-type: none"> - <i>How have sustainable development approaches and practices considered women's and girls' affectedness from environmental degradation and climate change?</i> - <i>What has been women's involvement in promoting environmental issues and what have been the effects of this involvement? Where have they been involved in - at what levels and in what capacity?</i>
The girl child	<ul style="list-style-type: none"> - <i>What are the issues that are relevant to be considered in relation to the girl child?</i> - <i>How are initiatives and institutional mechanisms considering issues related to the girl child?</i> - <i>How are emerging issues - early marriage and teenage pregnancy being considered at institutional levels and what action is being taken to address them as well as protect the rights of the child?</i>

Source: Beijing Declaration and Platform for Action - <http://www.un.org/womenwatch/daw/beijing/pdf/BDPfA%20E.pdf>

4. REVIEW DELIVERABLES

The deliverables have been separated into phases detailed in the table below.

PHASE	CONTENT	DELIVERABLE	TIMING
PHASE 1	<ol style="list-style-type: none"> 1. Discussions with UN Resident Coordinator's Office and relevant officers to clarify scope 2. Undertake initial desk review in preparation for inception report 3. Develop an inception report that details the scope of the review, methodology planned, tools to be used to consolidate information, structure of report, work plan and dissemination plan. 	INCEPTION REPORT	04 weeks
PHASE 2	<ol style="list-style-type: none"> 1. Carry out review as detailed in the workplan and the inception report 2. Collection of resources required and undertaking any discussions as appropriate 3. Analysis and report writing 4. Prepare and present a briefing to UN Resident Coordinator's Office on initial findings and recommendations 	PRESENTATION ON INITIAL FINDINGS	16 WEEKS
PHASE 3	<ol style="list-style-type: none"> 1. Prepare and submit draft review report to UN Resident Coordinator's Office 2. Based on feedback received prepare and submit final report 3. Work with the UN Resident Coordinator's Office to implement the dissemination plan. 	FINAL REPORT AND PRESENTATION ON FINAL FINDINGS	12 WEEKS

5. STRUCTURE OF FINAL REPORT

The review report (as per the outline provided in the inception report), a presentation of findings and components developed from the dissemination plan are the main outputs of the assignment. Copies of resources used/collected in soft format on a CD/DVD should also be provided.

6. IMPLEMENTATION ARRANGEMENTS

The principal responsibility for managing this review resides with the UNRCO's which will provide support in managing the contract and internal reviews, and quality assurance. The Service Provider will be contracted by the United Nations Development Programme (UNDP) Sri Lanka.

7. COMPOSITION AND REQUIRED QUALIFICATIONS OF SERVICE PROVIDER

The Service Provider will be a national institution with prior experience in undertaking similar reviewing and will need to demonstrate:

- Work experience in relevant technical areas of gender analysis and the substantive themes, advocacy and research over at least 10 years.
- Team members who have experience in the same and a proven track record of working with the BPfA and other conventions, platforms and networks advocating women's rights and empowerment.
- Extensive networks with government and non-governmental organizations and institutions that would be tapped to facilitate this work.
- Ability to produce analytical reports and high quality academic publications in English.

8. SELECTION OF SERVICE PROVIDER

Selection will be based on an open and competitive bidding process. Interested applicants with the capacity to execute the scope of work described above should submit a detailed and realistic proposal including methodology and work plan along with rationale as to why it would be the best way to carry out the scope of work. Interested bidders can elaborate and present what they consider to be the most appropriate methodology and work plan to achieve the desired end results. **The consultancy is scheduled to begin in October 2013.**

9. Application:

Interested Service Providers should submit the following documents:

- A proposal outlining the overall methodology for each of the components outlined in the scope of work above.
- Proof of similar works undertaken and successfully delivered within the last three years
- CVs of the team involved in the review indicating relevant qualifications and experience.
- A detailed financial proposal in Sri Lankan Rupees (LKR) for each of the components outlined in the scope of work above with a clear indication of an **“all inclusive rate” for each component** (to include agency fee/honorarium/stationery/admin costs/travel/accommodation/incidentals etc).
- All applications must be submitted by **20 September 2013** for consideration.

Financial Proposal

Company Name:

1. Contents of the Financial Proposal

The financial proposal should satisfy the following:

The calculation of fees should indicate the Total Cost for an **“all-inclusive”** cost in Sri Lanka Rupees (LKR) for the following breakdowns, as per the TOR:

Cost Item	Item Cost (LKR)
1). Cost for Phase 1	
2). Cost for Phase 2	
3). Cost for Phase 3	
Grant Total – <u>“All Inclusive”</u>(Sri Lanka Rupees)	

- a) Any and all incidental out of pocket expenses (OPE) must be included in the overall “all-inclusive” fees submitted to the UNDP.
- b) The fees proposed must be a total “fixed price” quotation indicating the overall total amount in Sri Lanka Rupees. The total fees as quoted by your firm to UNDP for the purpose of the present RFP shall be firm and final.
- c) All prices quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in clause 18 of the General Conditions of Contract (Annexure III).
- d) No amount other than the proposed total “all inclusive price” fees shall be paid by UNDP for the provision of the **External Review of the Implementation and Progress of the Beijing Platform for Action**, which is the subject of the present RFP.
- e) The costs of preparing a proposal and of negotiating a contract are not reimbursable by UNDP.