



United Nations Entity for Gender Equality
and the Empowerment of Women

Date: 20 December 2012

RFP No. UN Women/2012/35

Opening Date: 20 December 2012

Closing Date: 06 February 2013

Subject: RFP for Online UN Women certificate course on the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW) for South Asia

Duration of Assignment:

May 2013 – January 2014 (includes 1 month reporting period)

1. You are requested to submit a proposal for an **Online UN Women certificate course on the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW) for South Asia** 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 – includes 5 sub annex).....
(Annex III)
 - Ideal Profile for organisation
 - Logical Framework Format
 - Implementation Work Plan Format
 - Proposal Submission Form
 - Finance/ Budget Plan
3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes or through e-mail, should reach the following address no later than **6 February 2013**

Address,

UN Women South Asia Sub Regional Office
19 A Rajdoot Marg, Chanakya Puri,
New Delhi – 110021, India
Voice: 91-11-26119127/ 26119129
Fax: 91-11-26119130

to the attention of : Ms. Shahnaaz Basha

C/o Registry

E-mail Option: registry.india@unwomen.org

The technical and the budget sections of the proposal should be submitted in separate sealed envelopes if hard copies are being submitted.

In order to facilitate the submission of both Technical and Financial proposals, the submission duly stamped and signed can be done electronically in PDF format and sent to registry.india@unwomen.org Technical and financial proposals should be sent as separate PDF files. If the Technical and Financial proposals are sent in the same PDF file, they will be rejected.

If it is an electronic submission, to secure your financial offer please set up a password which will be used at later stage once the evaluation of the technical proposal is complete. The companies who achieve the minimum score (refer to page 11) in technical evaluation will be requested to provide passwords.

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.
6. The complete Technical proposal (including the logical framework) **should not exceed 10 pages**, excluding annexes

Annex I

Instructions to Offerors

A. Introduction

1. General

Background

[The Convention on the Elimination of All Forms of Discrimination against Women \(CEDAW\)](#), adopted in 1979 by the UN General Assembly, is often described as an international bill of rights for women. Consisting of a preamble and 30 articles, it defines what constitutes discrimination against women and sets up an agenda for national action to end such discrimination. The Convention is the only human rights treaty which affirms the reproductive rights of women and targets culture and tradition as influential forces shaping gender roles and family relations. It affirms women's rights to acquire, change or retain their nationality and the nationality of their children. States parties also agree to take appropriate measures against all forms of traffic in women and exploitation of women.¹

Countries that have ratified or acceded to the Convention are legally bound to put its provisions into practice. They are also committed to submit national reports, at least every four years, on measures they have taken to comply with their treaty obligations.

CEDAW is overseen by a treaty body, the Committee on the Elimination of Discrimination against Women (CEDAW Committee), which is responsible for reviewing each State party's progress. For this purpose, States that are parties to CEDAW must submit regular reports. The Committee also welcomes country-specific information from civil society representatives in the form of alternative or 'shadow' reports. State party and shadow reports are reviewed during CEDAW Committee sessions, which are held several times a year. All information on the status of CEDAW implementation in a country feeds into the Committee's Concluding Observations, which provide guidance on how a State party's performance could be improved.

UN Women is the United Nations Entity for Gender Equality and the Empowerment of Women. Grounded in the vision of equality enshrined in the UN Charter, UN Women, among other issues, works for the:

- elimination of discrimination against women and girls;
- empowerment of women; and
- achievement of equality between women and men as partners and beneficiaries of development, human rights, humanitarian action and peace and security.

UN Women's work is grounded in CEDAW. One of the primary ways UN Women works to advance women's human rights is by providing support to national actors, in government and in civil society, for their efforts to implement CEDAW. The focus of UN Women support in this area is threefold:

- Facilitating the development of national human rights frameworks in line with CEDAW, such as constitutions, laws and policies;
- Supporting the implementation of existing human rights frameworks to help ensure impact and rights realization; and

¹ www.un.org/womenwatch/daw/cedaw/

- Putting special emphasis on particularly vulnerable and marginalized groups, such as poor or indigenous women, so that national frameworks become more inclusive of and responsive to the full range of women's rights concerns

Steps are being taken by countries around the world to establish their ownership of women's human rights. Women's human rights are now increasingly entrenched as national standards: they are now, increasingly, genuine common inter-national standards, which are embraced within and across nations.

The primary challenges identified in this nationalisation process include the following:

- The existing trend of establishing national women's human rights framework must be supported and extended further
- The national women's rights frameworks that do exist need further support to be put into motion
- The problem of the exclusion from national frameworks of many groups of women, and the exclusion of many critical and emerging women's human right issues, must be confronted²

Justification

South Asia has made significant progress with regard to CEDAW reporting and implementation. However the extent of progress varies across the region and considerable challenges remain with regard to the full realization of women's rights. UN WOMEN South Asia is committed to expanding the pool of resource persons in the South Asia region who can undertake capacity development and provide technical assistance on CEDAW at the regional, national and local level.

As part of its project on expanding information and human resources on CEDAW in South Asia, UN WOMEN has supported regional trainings of trainers (ToTs) on CEDAW. The trainings strengthened capacities of mid-level trainers to expand the existing resource pool on CEDAW in the region. The ToTs were 8 day workshops conducted by a pool of two resource persons. The trainings also led to the development of information and knowledge resources – online and print. A dedicated website on CEDAW South Asia was launched to make available region specific as well as general resources for wider outreach and easy updating.

UN Women plans to expand on this work and reach out to trainers with an online certificate course on CEDAW. This will ensure that the trainings are not limited to physical workshops and can be accessed across the region. This course would be free of cost and certified by UN Women. The online course would also build on the online resources currently being housed on the /UN Women South Asia website (<http://www.unwomensouthasia.org/>).

Key activities

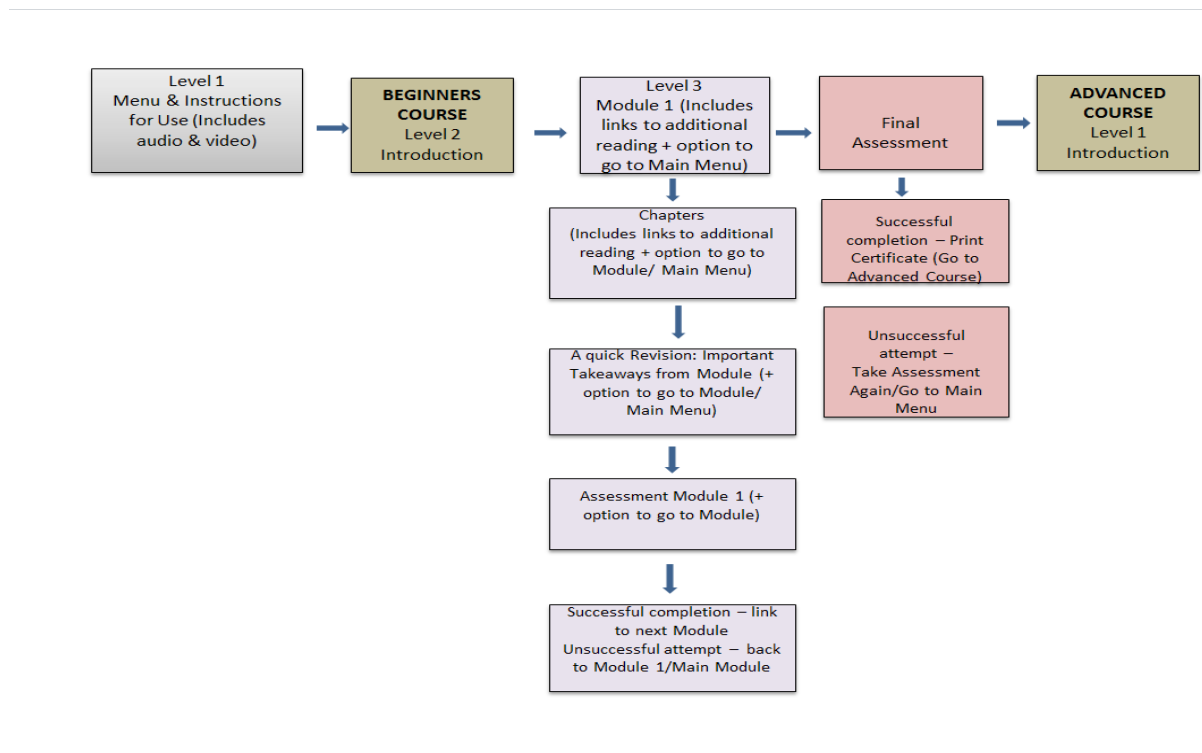
The broad objective of the course is to expand the pool of resource persons in the South Asia region who can conduct trainings and provide technical assistance on the implementation of the CEDAW Convention at the local and national levels. This will also strengthen the ability of individual practitioners to apply international human rights norms in the domestic context.

² UN WOMEN CEDAW and Human Rights Strategy 2008-2011

UN Women is seeking to partner with a highly qualified organization with extensive expertise and knowledge of CEDAW and past experience in conducting training workshops to undertake the below listed activities.

- Desk review of existing available training courses on CEDAW
- Desk review of available online training courses such as UN's Learning Management System and the UNDSS
- Set up a core group of experts to design the course and organize meetings to discuss and finalise the course content
- Design the CEDAW certified course using customised Learning Management System software (for beginners and advanced level) in close collaboration with an IT agency well versed with training software (UN Women will work with the lead agency selected). Each course should include a section on additional reading. The partner should ensure that course will –
 - ❖ Have a centralized and automated administration
 - ❖ Use self-service and self-guided services
 - ❖ Assemble and deliver learning content rapidly
 - ❖ Consolidate training initiatives on a scalable web-based platform
 - ❖ Support portability and standards
 - ❖ Personalize content and enable knowledge reuse
- Record and produce the various modules for both levels of the course
- In addition to maintaining the modules, the organisation selected and the IT agency should also
 - ❖ Manage users, roles, courses, instructors, facilities, and generate reports
 - ❖ Develop a course calendar
 - ❖ Assessment and pre-testing
 - ❖ Display scores and print certificate

A sample step-by-step chart is provided below, which may be used as a guide to design the training course:



The training course modules should include but not be limited to the following:

- Substantive equality and human rights based approach: concepts and challenges on the ground - to deepen conceptual understanding of how inequality and discrimination are manifested in different contexts and issues
- Optional protocol to CEDAW
- Intensively cover all aspects of the CEDAW reporting process.
- Effective approaches for following up on concluding observations (within government and within civil society)
- Hands-on practical application of CEDAW and Concluding Observations
- Linkages between the different human rights treaty bodies
- Specific case studies across sectors (both traditional and non-traditional) of how CEDAW has been successfully integrated into laws, policies, etc.
- National gender equality commitments in South Asia: common and unique challenges

Review

The activities to be undertaken will be subject to inputs and review by UN Women, South Asia office and the Human Rights Division, UN Women headquarters. UN Women will review explicitly activities right after the first two desk reviews are completed, and then again after the course design is completed and before the course is available online.

Deliverables

- Outline of the training methodology
- Soft copy of the two CEDAW certified course for beginners and advanced level
- Monitoring Plan
- Sustainability plan – management of the online course post assignment completion

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 organization requiring any clarification of the Solicitation Documents may notify the procuring UN Women, SARO entity in writing at the organization's mailing address or fax number or by email to arunima.ghosh@unwomen.org. The procuring UN Women, SARO entity will respond in writing to any request for clarification of the Solicitation Documents that is received within the deadline for Submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be uploaded on www.unwomensouthasia.org. Prospective organizations

are requested to look up the mentioned website for our responses on the clarifications until the close by date.

5. Amendments of solicitation documents

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

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

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

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UN WOMEN entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements; (e.g. financial statement for most current year, previous job/contracts reference, accreditations, etc)
- (c) 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. Specific experience in designing and implementing impact evaluation research (both quantitative and qualitative) on gender, gender based violence using participatory methods should be clearly stated.

Offerors should include Annexes (supporting documents) such as detailed CVs of lead technical staff proposed for work on this project, managerial and communications staff, organization brochure, and examples of previous work and projects relevant to the assignment.

(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 (from the TOR)

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 INR. The UN prevailing exchange rate will be used for any conversions.

11. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by the procuring UN WOMEN entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UN WOMEN entity on the grounds that it is non-responsive.

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

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed or written in indelible ink

and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

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

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.

Submission of Proposals

14. Sealing and marking of proposals

The technical proposal and financial proposal should be submitted in separate sealed envelopes. The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be: addressed to

UN Women South Asia Sub Regional Office
Attn: Ms Shahnaaz Basha
C/o Registry
19 A, Rajdoot Marg, Chanakya Puri
New Delhi- 110021, INDIA
Voice: 91-11-26119127/ 26119129
Fax: 91-11-26119130

and,

- Marked with – **RFP No. UN Women/2012/35 for an Online UN Women certificate course on the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW) for South Asia**

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

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

OR

Electronically in PDF format and sent to registry.india@unwomen.org. Technical and financial proposals should be sent as separate PDF files. If the Technical and Financial proposals are sent in the same PDF file, they will be rejected. In order to facilitate the submission of both Technical and Financial proposals, the submission duly stamped and signed can be done. The technical and the budget sections of the proposal should be submitted in separate sealed envelopes if hard copies are being submitted. If it is an electronic submission the excel sheet

with the budget should be a password protected file. The agencies who achieve the minimum required score (refer to page 11) will be requested to provide passwords.

15. Deadline for submission of proposals

Proposals must be received by the procuring UN WOMEN entity at the address specified under clause *Sealing and marking of Proposals* **no later than 17:30 hrs, 6 February, 2013.**

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 Procurement Unit of UN WOMEN.

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 700 points in the evaluation of the technical proposals.

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

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. **The contract will be awarded to the organization offering the highest score using a cumulative analysis.**

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	25%	175					
2.	Proposed Methodology Proposed Work Plan and Approach	50%	350					
3.	Resource Plan Personnel	25%	175					
Total			700					

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

Form 1: Expertise of Firm /Organisation Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical evaluation criteria

Part 1. Management Plan: Expertise of firm/organization submitting proposal		Points obtainable
1.1	Reputation of Organization and Staff (Competence/Reliability)	35
1.2	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm/organization, strength of project management support e.g. project financing capacity and project management controls)	20
1.3	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.	20
1.4	Quality assurance procedures	25
1.5	Litigation and Arbitration history	05
1.6	Relevance of specialized Knowledge - Past experience in conducting training courses on Human Rights and CEDAW - Evidence of the subject expertise of the proposed resource team - Past experience in managing and maintaining a website on Human Rights issues - Work for other UN agencies/ major multilateral or bilateral programmes	70
Total part 1		175
Proposed Work Plan and Approach		Points Obtainable
2.1	Is the scope of task well defined and does it correspond to the TOR?	85
2.2	Is there a clear understanding of the intervention being planned, and its linkages to UN Women's work on CEDAW	30
2.3	Is the information about expected results – Outputs, Outcomes and impact addressed?	30
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	30
2.5	Have the important aspects of the task been addressed in sufficient detail?	30
2.6	Is the conceptual framework adopted appropriate for the task?	30
2.7	Is the role of stakeholders described and addressed?	20
2.8	Is the requirement to develop lessons learned identified?	20

Part 1. Management Plan: Expertise of firm/organization submitting proposal		Points obtainable
2.9	Does the proposal provide details of the basic and advanced modules?	25
2.10	Does the work schedule set out a logical progression of activities through to completion?	25
2.11	Have timeframes/target dates been established for all key tasks, milestones and deliverables	25
Total Part 2		350
Part 3. Resource Plan: Personnel		Points Obtainable
3.1.	Is the team composition relevant to the subject?	25
3.2.	Was the experience and expertise of all team members clearly explained?	25
3.3.	Have the primary roles and key responsibilities for all the individuals making a major contribution to the proposal been adequately identified and accountabilities clearly stated?	20
3.4.	Task Manager/Team Leader	50
3.4.1.	Professional Experience in the field of human rights – CEDAW	35
3.4.2.	Knowledge of the subject area	15
3.5.	Senior Experts	35
3.5.1.	Professional Experience in the field of human rights – CEDAW	25
3.5.2.	Knowledge of the subject area	10
3.6.	Junior Experts	20
3.6.1.	Professional Experience in the field of human rights – CEDAW	15
3.6.2.	Knowledge of the subject area	5
Total Part 3		175
GRAND TOTAL		700

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

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: GENERAL CONDITIONS OF CONTRACT

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

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 UN WOMEN.

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 UN WOMEN for all sub-contractors. The approval of UN WOMEN 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. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UN WOMEN 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, UN WOMEN, 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 UN WOMEN as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UN WOMEN;
 - (iii) Provide that UN WOMEN 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 UN WOMEN with satisfactory evidence of the insurance required under this Article.

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 UN WOMEN 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 UN WOMEN shall rest with UN WOMEN and any such equipment shall be returned to UN WOMEN at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UN WOMEN, 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 UN WOMEN 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 UN WOMEN 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 UN WOMEN 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 UN WOMEN.
- 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 UN WOMEN does not and shall not claim any ownership interest thereto, and the Contractor grants to the UN WOMEN 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 UN WOMEN; 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 UN WOMEN 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 UN WOMEN, shall be made available for use or inspection by the UN WOMEN at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN WOMEN authorized officials on completion of work under the Contract

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UN WOMEN, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UN WOMEN or the United Nations, or any abbreviation of the name of UN WOMEN 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 UN WOMEN, shall be treated as confidential and shall be delivered only to UN WOMEN 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 UN WOMEN, any information known to it by reason of its association with UN WOMEN which has not been made public except with the authorization of UN WOMEN; 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 UN WOMEN, 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 UN WOMEN 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, UN WOMEN shall take such action as, in its sole discretion; it considers being 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, UN WOMEN 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 UN WOMEN reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UN WOMEN 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 UN WOMEN under this Article, no payment shall be due from UN WOMEN 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, UN WOMEN may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UN WOMEN 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 UN WOMEN to determine a mutually acceptable procedure.

- 18.2 Accordingly, the Contractor authorizes UN WOMEN to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN WOMEN before the payment thereof and UN WOMEN has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UN WOMEN 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 UN WOMEN to terminate this Contract immediately upon notice to the Contractor, at no cost to UN WOMEN.

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

21. **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. **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 UN WOMEN unless provided by an amendment to this Contract signed by the authorized official of UN WOMEN.

Annex III: TERMS OF REFERENCE (includes 5 sub annex)

Background

[The Convention on the Elimination of All Forms of Discrimination against Women \(CEDAW\)](#), adopted in 1979 by the UN General Assembly, is often described as an international bill of rights for women. Consisting of a preamble and 30 articles, it defines what constitutes discrimination against women and sets up an agenda for national action to end such discrimination. The Convention is the only human rights treaty which affirms the reproductive rights of women and targets culture and tradition as influential forces shaping gender roles and family relations. It affirms women's rights to acquire, change or retain their nationality and the nationality of their children. States parties also agree to take appropriate measures against all forms of traffic in women and exploitation of women.³

Countries that have ratified or acceded to the Convention are legally bound to put its provisions into practice. They are also committed to submit national reports, at least every four years, on measures they have taken to comply with their treaty obligations.

CEDAW is overseen by a treaty body, the Committee on the Elimination of Discrimination against Women (CEDAW Committee), which is responsible for reviewing each State party's progress. For this purpose, States that are parties to CEDAW must submit regular reports. The Committee also welcomes country-specific information from civil society representatives in the form of alternative or 'shadow' reports. State party and shadow reports are reviewed during CEDAW Committee sessions, which are held several times a year. All information on the status of CEDAW implementation in a country feeds into the Committee's Concluding Observations, which provide guidance on how a State party's performance could be improved.

UN Women is the United Nations Entity for Gender Equality and the Empowerment of Women. Grounded in the vision of equality enshrined in the UN Charter, UN Women, among other issues, works for the:

- elimination of discrimination against women and girls;
- empowerment of women; and
- achievement of equality between women and men as partners and beneficiaries of development, human rights, humanitarian action and peace and security.

UN Women's work is grounded in CEDAW. One of the primary ways UN Women works to advance women's human rights is by providing support to national actors, in government and in civil society, for their efforts to implement CEDAW. The focus of UN Women support in this area is threefold:

- Facilitating the development of national human rights frameworks in line with CEDAW, such as constitutions, laws and policies;
- Supporting the implementation of existing human rights frameworks to help ensure impact and rights realization; and
- Putting special emphasis on particularly vulnerable and marginalized groups, such as poor or indigenous women, so that national frameworks become more inclusive of and responsive to the full range of women's rights concerns

Steps are being taken by countries around the world to establish their ownership of women's human rights. Women's human rights are now increasingly entrenched as national standards:

³ www.un.org/womenwatch/daw/cedaw/

they are now, increasingly, genuine common inter-national standards, which are embraced within and across nations.

The primary challenges identified in this nationalisation process include the following:

- The existing trend of establishing national women's human rights framework must be supported and extended further
- The national women's rights frameworks that do exist need further support to be put into motion
- The problem of the exclusion from national frameworks of many groups of women, and the exclusion of many critical and emerging women's human right issues, must be confronted⁴

Justification

South Asia has made significant progress with regard to CEDAW reporting and implementation. However the extent of progress varies across the region and considerable challenges remain with regard to the full realization of women's rights. UN WOMEN South Asia is committed to expanding the pool of resource persons in the South Asia region who can undertake capacity development and provide technical assistance on CEDAW at the regional, national and local level.

As part of its project on expanding information and human resources on CEDAW in South Asia, UN WOMEN has supported regional trainings of trainers (ToTs) on CEDAW. The trainings strengthened capacities of mid-level trainers to expand the existing resource pool on CEDAW in the region. The ToTs were 8 day workshops conducted by a pool of two resource persons. The trainings also led to the development of information and knowledge resources – online and print. A dedicated website on CEDAW South Asia was launched to make available region specific as well as general resources for wider outreach and easy updating.

UN Women plans to expand on this work and reach out to trainers with an online certificate course on CEDAW. This will ensure that the trainings are not limited to physical workshops and can be accessed across the region. This course would be free of cost and certified by UN Women. The online course would also build on the online resources currently being housed on the UN Women South Asia website (<http://www.unwomensouthasia.org/>).

Key activities

The broad objective of the course is to expand the pool of resource persons in the South Asia region who can conduct trainings and provide technical assistance on the implementation of the CEDAW Convention at the local and national levels. This will also strengthen the ability of individual practitioners to apply international human rights norms in the domestic context.

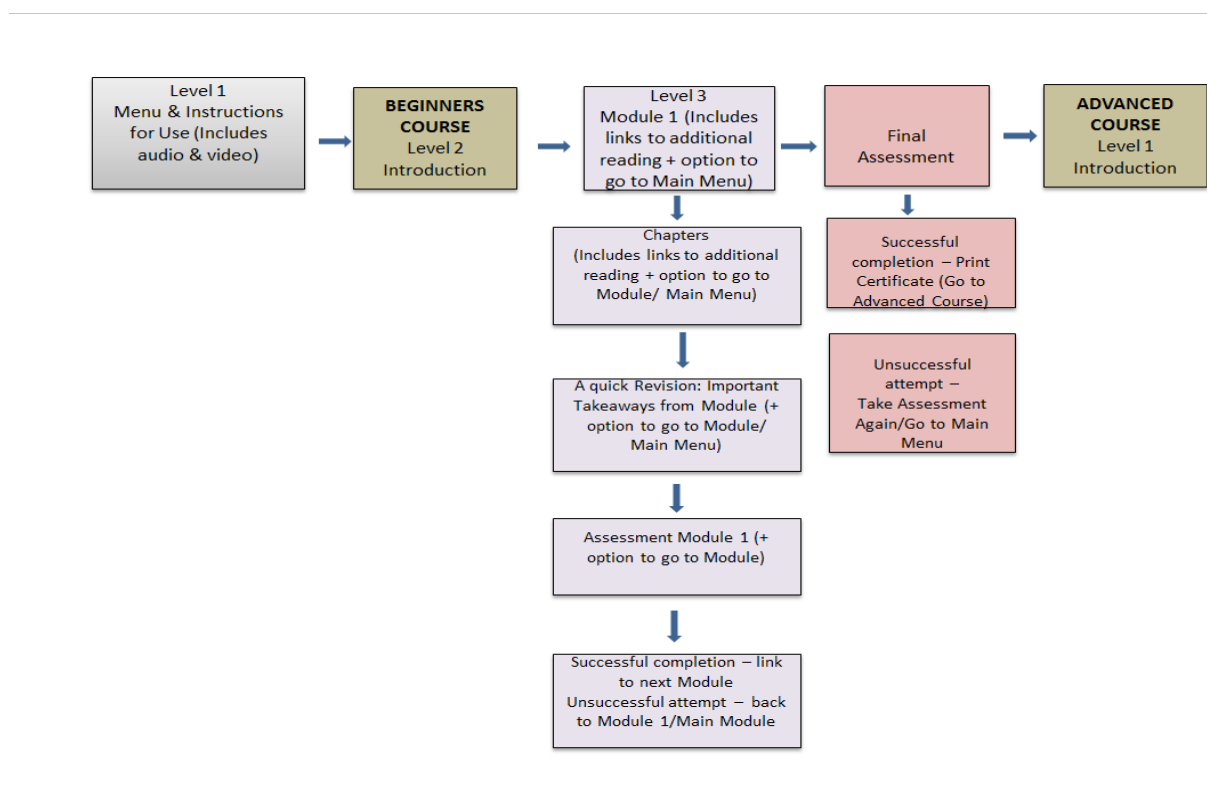
UN Women is seeking to partner with a highly qualified organization with extensive expertise and knowledge of CEDAW and past experience in conducting training workshops to undertake the below listed activities.

- Desk review of existing available training courses on CEDAW
- Desk review of available online training courses such as UN's Learning Management System and the UNDSS

⁴ UN WOMEN CEDAW and Human Rights Strategy 2008-2011

- Set up a core group of experts to design the course and organize meetings to discuss and finalise the course content
- Design the CEDAW certified course using customised Learning Management System software (for beginners and advanced level) in close collaboration with an IT agency well versed with training software (UN Women will work with the lead agency selected). Each course should include a section on additional reading. The partner should ensure that course will –
 - ❖ Have a centralized and automated administration
 - ❖ Use self-service and self-guided services
 - ❖ Assemble and deliver learning content rapidly
 - ❖ Consolidate training initiatives on a scalable web-based platform
 - ❖ Support portability and standards
 - ❖ Personalize content and enable knowledge reuse
- Record and produce the various modules for both levels of the course
- In addition to maintaining the modules, the organisation selected and the IT agency should also
 - ❖ Manage users, roles, courses, instructors, facilities, and generate reports
 - ❖ Develop a course calendar
 - ❖ Assessment and pre-testing
 - ❖ Display scores and print certificate

A sample step-by-step chart is provided below, which may be used as a guide to design the training course:



The training course modules should include but not be limited to the following:

- Substantive equality and human rights based approach: concepts and challenges on the ground - to deepen conceptual understanding of how inequality and discrimination are manifested in different contexts and issues
- Optional protocol to CEDAW
- Intensively cover all aspects of the CEDAW reporting process.
- Effective approaches for following up on concluding observations (within government and within civil society)
- Hands-on practical application of CEDAW and Concluding Observations
- Linkages between the different human rights treaty bodies
- Specific case studies across sectors (both traditional and non-traditional) of how CEDAW has been successfully integrated into laws, policies, etc.
- National gender equality commitments in South Asia: common and unique challenges

Review

The activities to be undertaken will be subject to inputs and review by UN Women, South Asia office and the Human Rights Division, UN Women headquarters. UN Women will review explicitly activities right after the first two desk reviews are completed, and then again after the course design is completed and before the course is available online.

Deliverables

- Outline of the training methodology
- Soft copy of the CEDAW certified course for beginners and advanced level
- Monitoring Plan
- Sustainability plan – management of the online course post assignment completion

Expected outcome and outputs

Outcome: Improved implementation of CEDAW in the region

Output: Virtual South Asia training centre for CEDAW established

Duration of Assignment

May 2013 – January 2014 (includes 1 month reporting period)

SUB ANNEX III: IMPLEMENTATION WORK PLAN FORMAT

[illegible]

SUB Annex IV: PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents we, the undersigned, offer for **an Online UN Women certificate course on the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW) for South Asia**, as per the TOR for the sum as may be ascertained in accordance with the Finance/ Budget Plan attached herewith and made part of this proposal.

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

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

SUB Annex V: FINANCE/ BUDGET PLAN

The Offeror is asked to prepare the Finance/Budget plan 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 the UNDP is exempt from taxes as detailed in Section II, Clause 18.

The Finance/Budget Plan must provide a detailed cost breakdown (in excel). Provide separate figures for each functional grouping or category.

In case of an equipment component to the service provided, the Finance/ Budget Plan 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 organization.

The format shown below should be used in preparing the Finance/ Budget Plan (in Excel). The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples. Please provide complete breakdown of the respective budget heads and sub heads along with the details.

Project Name							
Budget							
SL.No.	Budget Heads	Unit/Qty	Rate	Total Budget	%age	SL.No.	Notes on budget line items
1	Personnel*						
	sub total Personnel						
2	Programme**						
	Sub total Programme						
3	Equipment***						
	Sub total Equipment						
4	Administrative Costs****						
	Sub total Administrative cost						
	Total				100		
	Total				100		

Note:

- Personnel Costs – includes the core team (not exceeding 3 members – this component of the budget should not exceed 20-25% of the total budget)
- Programme Costs (consultancies for the resource team and IT firm, designing & scripting the course, audio-visual recording of the modules, travel for the technical team)
- Equipment – equipment to be budgeted only if it is a requirement under the budget proposal and should not exceed 2-3% of the total budget)
- Administrative Costs (should not exceed 7% of the sub-headings 1, 2 and 3 of the budget - includes expense such as rent/utilities, communication, xerox, expendable supplies, audit cost etc).