

Management of the Technical Support Facility for West and Central Africa

Request for Proposal (RFP)
Reference Number: RFP-2013-19

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1. INTRODUCTION

1.1 Objective of the RFP

The purpose of this Request for Proposal (RFP) is to enter into a contractual agreement with a successful bidder and select a suitable contractor to manage the Technical Support Facility for West and Central Africa (TSF WCA) for a period up to two years with the possibility of a two year extension depending upon performance and budget availability. The TSF WCA will facilitate the provision of quality technical support and capacity development services to help strengthen the delivery of effective national AIDS programs in the Western and Central Africa Region towards reaching the High Level Meeting targets and the MDGs.

In accordance with WHO policies, rules and regulations on procurement, UNAIDS is initiating a re-bidding process for the continued management of the TSFs from 1 January 2014 in the following three regions: (1) Eastern and Southern Africa; (2) West and Central Africa; and (3) Asia and the Pacific. **This RFP is for the TSF for West and Central Africa.**

UNAIDS is an organization that is dependent on the budgetary and extra-budgetary contributions it receives for the implementation of its activities. Bidders are therefore requested to propose the best and most cost-effective solution to meet UNAIDS requirements, while ensuring a high level of service.

For more information about UNAIDS please consult our website www.unaids.org.

1.2 Characteristics of the bidder

1.2.1 Status

- The provider shall be a public institution, or NGO operating in the health/development sector with experience in technical support delivery and capacity development with HIV experience. The provider shall be highly competent in the management of people, resources, contracts and partnership relationships, as well as having high level technical capacity in relevant areas so as to be able to deploy a broad range of skilled, and (wherever possible) locally recruited experts that can support efforts to build the capacity of key institutions to deliver more effective responses to HIV and AIDS.

1.2.2 Accreditations

- No specific requirement.

1.2.3 Previous experience

- Previous work with UNAIDS or other international institution providing or managing Technical Assistance (TA), Technical Support (TS) or Capacity Development (CD);
- Proven experience in:

Management:

- Facilitating the delivery of quality assured TS, in the region and internationally;
- Recruiting nationally- and regionally-based expert consultants (to as great an extent as possible) for TS assignments, and securing TS provision from other providers of TS as needed;
- Maintaining comprehensive database of relevant consultants and institutions;
- Providing professional development and support for national and regional expert consultants in identified technical support areas;

- Providing high quality financial and human resource management;
- Contract management;
- Efficient systems for identifying demands for technical support and responsive, flexible and timely and cost effective responses

Capacity Development

- Developing and delivering capacity development interventions, particularly on management and implementation issues;
- Supporting the development of South-South exchange programs;
- Strengthening the implementation of national programmes, in particular those supported by the Global Fund;

Relationship and Partner management:

- Establishing and maintaining strong and effective partnerships at the country level across the region, with governments, UN, civil society and other relevant organisations and institutions;
- Developing effective collegial relationships with other providers of TS and advancing synergistic joint work.

1.2.4 Logistic capacity

The TSF WCA will be managed by an existing organization or institution; applications are encouraged from organizations with established presence or partnerships (either alone or through a consortium) in the West and Central Africa region with capacity to deliver TS in the following countries:

Benin, Burkina Faso, Burundi, Cameroon, Cape-Verde, Central African Republic, Chad, Congo, Côte d'Ivoire, DRC, Equatorial Guinea, Gabon, Gambia, Ghana, Guinea Bissau, Guinea, Mali, Mauritania, Niger, Nigeria, Liberia, Sao Tome & Principe, Senegal, Sierra Leone, and Togo.

1.2.5 Staffing

Staff dedicated to working on the TSF can be on a full or part-time basis depending on the structure of the host organization.

1.3 Work to be performed

Background

In 2005 in response to the need for increased provision of technical support to facilitate the scale up of effective national HIV programs, UNAIDS led an initiative, based on the recommendation of the Programme Coordinating Board (PCB), to establish regional Technical Support Facilities (TSFs). The TSFs offer technical support on request to national AIDS coordinating agencies (NACS), Country Coordinating Mechanisms (CCMs), government ministries and departments, Global Fund Grantees, civil society organizations, business sector and development agencies, including UN partners. In addition TSFs provide high quality technical support on priority thematic areas including supporting work on gender, with key populations (men who have sex with men, people who use drugs, sex workers) and for priority interventions such as voluntary male circumcision and EMTCT¹.

Since their establishment, the TSFs have been highly effective in scaling up technical support to national partners in a flexible and timely manner and at reasonable cost. The TSFs work hand in hand with their clients on all aspects of an assignment to develop tailored solutions. They support clients to identify their

¹ Elimination of Mother to Child Transmission

needs and to develop precise Terms of Reference (ToRs) and then provide a short-list of experienced, quality-assured consultants from which country partners select the support they require. Technical support accessed through the TSFs is used for a range of purposes, including to design programmes and solve problems in the areas of strategic and operational planning, seeking resources from the Global Fund and other donors, grant implementation, institutional development, resource mobilization and tracking, monitoring and evaluation and programme management.

Context

Over the period of time since the TSFs were established there have been many changes and shifts in global, regional and local responses to HIV as described below. These changes impact on the work that the TSFs will be required to support, and fall into four broad areas:

Strategic Investment

In 2011 a paper was published² articulating a new approach to investments in HIV programme, generally described as a strategic investment framework. This new approach grows on approaches such as “Know Your Epidemic, Know Your Response” and encourages countries to think more strategically about investing in the highest impact, evidence-based interventions that can create real change in national responses. Countries are encouraged to use this approach to refine their national strategic plans, and to develop investment cases, including as a basis for seeking funds.

Consolidated ARV Guidelines

In June 2013 the World Health Organisation (WHO) released new consolidated ARV guidelines, covering the use of ARVs for treatment of adults and children living with HIV, the use of ARVs for EMTCT, in discordant couples, and for prevention as well as treatment. The consolidated guidelines also cover systems issues including efforts to enhance health systems. Implementation of these new guidelines is likely to be an area where several countries require TS in areas including costing and planning as well as innovative service delivery.

Global Fund

Since 2011 there has been a substantial period of change and transformation at the Global Fund, now most visible as a new funding model (NFM). Countries are likely to require substantial technical support to adapt to these changes as the NFM is piloted and then rolled out. Assistance to countries will include support to adapt to the latest protocols for an iterative proposal process. Countries will also be supported to consider carefully value for money, cost-efficiencies and targeted investments for maximum impact, using quality-assured national plans as the basis for decision-making.

Integration

The response to HIV has always included attention to multi-sectoral response and creating linkages with other issues, for example through the “AIDS + MDGs” approach. In recent years the linkages with maternal, newborn and child health (MNCH) have grown particularly strong, especially following the launch of the UN SG’s *Global Strategy for Women’s and Children’s Health*³ in 2010. In 2011 UNAIDS, with the US Government, launched the *Global Plan for the elimination of new HIV infections among children and keeping their mothers alive*⁴ (*Global Plan*) which has energised efforts on EMTCT. The broader integration agenda is receiving substantial attention to secure the sustainability of the AIDS response.

Post-2015 Framework

The “delivery date” for the MDGs is now just two years away and there is a substantial global movement

² Schwartländer B. et al. 2011: Towards an improved investment approach for an effective response to HIV/AIDS. *Lancet*, 277:2031–2041

³ For more information, please visit:

http://www.who.int/pmnch/topics/maternal/201009_globalstrategy_wch/en/index.html

⁴ For more information, please visit:

http://www.unaids.org/en/media/unaids/contentassets/documents/unaidspublication/2011/20110609_JC2137_Global-Plan-Elimination-HIV-Children_en.pdf

to define the development ambitions that will follow after 2015. The position of Health in general and HIV in particular is hotly debated. Global decisions on how to frame ambitions post-2015, will have a bearing on work at country level and the support that countries require. Current strategies are guided by the commitments made at the 2011 High Level meeting on AIDS, and the resulting Political Declaration on HIV and AIDS: *Intensifying Our Efforts to Eliminate HIV and AIDS*⁵.

In West and Central Africa, these global developments are of concern. It is worth noting that this is a region with substantial diversity, in terms of languages (French, English, Spanish, Portuguese), culture, politics, economies (most countries classified among the poorest) and population size – from 152 million (Nigeria) to a few hundred thousand (Sao Tome, Cape Verde). The region is marked by substantial migration, inequality and instability: seven countries are in conflict and six in post-conflict situation. Overall, HIV prevalence is low, ranging from rates of less than 2% (12 countries) to up to 6% (5 countries). There are significant underlying health challenges with some of the highest rates of maternal, and child, mortality anywhere. There has always been lower levels of support for HIV programming from partners in WCA, and with the global economic crisis, international investment in the HIV response has tended to decrease. Support provided by TSF WCA will include strengthening national ownership of the response to consolidate the progress made.

DEFINITION OF TECHNICAL SUPPORT

As outlined in the UNAIDS Technical Support Strategy the following are definitions used by UNAIDS:

Technical Support (TS) refers to activities that contribute to a systematic, timely and demand-driven response to capacity needs at country level. Technical support, unlike shorter-term technical assistance (TA), assists in strengthening individuals in their specific areas of expertise, makes organizations more effective and helps to improve the implementation of the national AIDS response. Technical support includes both TA and capacity development.

Capacity is the ability of people, institutions and societies to perform functions solve problems and set and achieve objectives⁶.

Capacity development (CD): The process by which partner countries are enabled to make better use of existing capacities and to further develop capacities at three levels: i) the individual level, ii) the level of organisations; and iii) the institutional and political level⁷.

1.3.1 Key requirements

OVERALL AIMS TSF

The overall objectives of the TSF are:

- To support strategic and effective national AIDS responses through the provision of timely, high quality short- and longer term technical support to national governments, CCMs, Principal Recipients, Sub Recipients, AIDS councils, civil society partners and the UN
- To assist in the professional development of national and regional consultants to provide relevant and high quality technical support in a range of identified technical areas
- To build the capacity of country partners to effectively plan and manage Global Fund Grants through coaching and mentoring, organizational development and facilitating South-South Exchange

⁵ For more information, please visit:

<http://www.unaids.org/en/aboutunaids/unitednationsdeclarationsandgoals/2011highlevelmeetingonaids/>

⁶ UNDP, cited in OECD: Harmonising Donor Practices for Effective Aid Delivery vol. 2, 2006

⁷ OECD, 2006

- To encourage a harmonized and collaborative approach in the delivery of technical support through knowledge transfer, monitoring and disseminate lessons learned and sharing of tools developed.

SCOPE OF WORK

UNAIDS is seeking innovative approaches from the Contractor to meet the overall aims of the TSF WCA and to deliver the priority areas. The Contractor will be responsible for the following main areas of work:

1. To facilitate the provision of targeted, quality assured short- and longer term technical support, at a reasonable cost to the client, for scaling up national AIDS responses to support national and regional partners. This will be done as much as possible through south to south approaches and use national and regional expertise; UNAIDS estimates a minimum of 3,000 technical support consultancy days per year through approximately 120 assignments. UNAIDS expects the contractor to contract at least 20% of the total yearly assignments directly with the client without utilising UNAIDS funding
2. To manage together with UNAIDS Regional Support Team (RST) for WCA: a) A Technical Assistance Fund (TAF) to ensure, as much as possible, that country partners with appropriate requests for TS who cannot afford to pay still receive the technical support they require from the TSF; b) A drawdown contract to ensure that TS is available to UNAIDS HQ, RST and UCOs in order to facilitate their role in supporting quality responses for the region;
3. To assist in the professional development of national and regional experts/consultants to provide on-going technical support in a range of technical areas, to strengthen their skills and capacity to deliver South-South support, and to increase understanding and knowledge of the latest thinking and methodology in identified technical areas. This will be undertaken through the effective recruitment, targeted training, support, coaching and mentorship of local consultants; UNAIDS expects the contractor to design and conduct 3 professional development activities per year for an average of 25 participants;
4. To increase understanding, knowledge and capacity of country partners of the latest thinking and methodology in identified technical areas, especially in relation to Global Fund processes through targeted training, mentorship and South-South exchange; UNAIDS expects the contract to design and conduct 3 capacity development activities per year for an average of 25 participants;
5. To work effectively with partners, to ensure knowledge transfer, to monitor and disseminate lessons learned, to share tools developed, and to collaborate and harmonize with other regional TS providers and UNAIDS Secretariat and Co-sponsors in support of country partner-owned and partner-led action throughout the Region;
6. To mobilize human, technical and financial resources to support an effective, efficient, sustainable and high impact AIDS response in West and Central Africa

PRIORITY AREAS OF TECHNICAL SUPPORT DELIVERY

The TSF will respond to requests for technical support in the following areas:

Governance

- National AIDS Commission (NAC) and Country Coordinating Mechanism (CCM) Governance and Oversight

Situational Analysis/Epidemic Assessment

- Review and syntheses of the epidemiological situation;
- Modes of Transmissions studies;
- National AIDS Spending Assessments

- Programmatic and financial gap analyses and sustainable financing studies;
- Strategy Development and Resource Mobilization**
- Strategic and operational review and planning
 - Development of Investment cases
 - Costing and budgeting
 - Concept note and proposal development
- Program Implementation and Systems Strengthening**
- Community system strengthening
 - eMTCT programming
 - Strengthening Financial and Programmatic management and accountability
 - Gender programming
 - HIV/TB Integration
 - Human Rights Programming
 - Scaling up programmes for Key Populations
 - Organizational Development
 - Risk Management
 - Procurement and Supply Chain management
- Monitoring and Evaluation**
- Design, assessment and strengthening of monitoring and evaluation systems.

The TS provided needs to directly contribute to countries achieving HLM targets.

GEOGRAPHICAL COVERAGE

The TSF-WCA will respond to technical support requests from the following countries: Benin, Burkina Faso, Burundi, Cameroon, Cape-Verde, Central African Republic, Chad, Congo, Côte d'Ivoire, DRC, Equatorial Guinea, Gabon, Gambia, Ghana, Guinea Bissau, Guinea, Mali, Mauritania, Niger, Nigeria, Liberia, Sao Tome & Principe, Senegal, Sierra Leone, and Togo.

1.3.2 Reporting requirements

The TSF WCA contract will be managed by the Technical Support Focal Point at the UNAIDS Regional Support Team for West and Central Africa with support from UNAIDS Headquarters.

The TSF WCA will provide six monthly narrative and financial reports and an annual audited financial report. The TSF database, reports and data/information/analysis conducted by the experts/consultants engaged by the TSF where funding is provided by UNAIDS will be shared with the RST WCA systematically.

At each of the reporting and monitoring milestones, the TSF will need to demonstrate their achievements and report on challenges in meeting the deliverables set against the detailed metrics set in the TSF annual workplan, and using the M&E system put in place to track progress. This will include quantitative and qualitative monitoring of performance.

An independent external evaluation of the TSF will be conducted by UNAIDS after 18 months of its operation. When undertaking the external evaluation, inputs will be sought from a wide range of external stakeholders, including UNAIDS and cosponsors, clients, consultants, other TS providers. The cost this external evaluation is covered directly by UNAIDS.

1.3.3 Finance and accounting requirements

- Six monthly financial reports
- An annual financial audit

1.3.4 Performance monitoring

Performance indicators will include:

1. Strategic partnerships for TS/CD established with 15 key partners including NACs/CCMs/CS based on priority countries and stakeholders identified by RST WCA for delivery of TS. Specific metrics for measuring contribution of TS to partner's performance and ability to reach HLM targets will be defined in collaboration with the RST WCA.
2. Technical support consultancy days delivered per year according to or exceeding those indicated in the Scope of Work;
3. Capacity development and professional development activities are implemented per year in accordance to those indicated in the Scope of Work, in specific thematic areas including community based testing and treatment services, investment case development, key population scale up etc;
4. 80% success rate in releasing bottlenecks in Global Fund programme implementation;
5. 85% of TS assignments delivered by consultants living in the region requesting the TS;
6. 90% of TS clients report quality, effective TS delivered on time, Clients satisfied with the flexibility and responsiveness of the TSF;
7. Annual increase of new clients, and reports of other stakeholders aware of the TSF through effective promotion, demonstrated by independent reports;
8. TSF demonstrates ability to mobilize funding for at least 20% of the TS costs over the year.
9. UNAIDS might conduct an independent technical and/or financial audit of the TSF at any time during the contract period.

1.3.5 Further Capacities

The preferred bidder would be expected to have:

Understanding of Technical Support:

- Have a thorough understanding of the TS and capacity development needs in the region;
- Strengthen the implementation of national programmes, in particular those supported by the Global Fund;
- Contribute towards a harmonized and collaborative approach in the provision of TS in support of country-owned and partner-led action plans;
- Provide quality assurance of the TS provided by consultants and institutions.

Understanding of the AIDS response:

- Have a thorough understanding of the AIDS epidemic in the region, including an understanding of key interventions in prevention, treatment and care and emerging priorities and innovations;
- Be a source of strategic information and knowledge management;
- Have good oversight of international initiatives and debates on HIV;
- Report and highlight best practices and lessons learned.

Commitment to development, health, and HIV responses as well as a firm belief in building-long term community and public sector capacities

2. INSTRUCTIONS TO BIDDERS

Bidders should follow the instructions set forth below in the submission of their proposal to UNAIDS.

2.1 Language of the Proposal and other Documents

The proposal prepared by the bidder, and all correspondence and documents relating to the proposal exchanged between the bidder and UNAIDS shall be written in the English language.

2.2 Intention to Bid

No later than **23 August 2013**, the bidder is requested to complete and return by email to UNAIDS:

1. The enclosed RFP_Acknowledgement.doc form signed as confirmation of the bidder's intention to submit a *bona fide* proposal and designate its representative to whom communications may be directed, including any addenda; and
2. The enclosed RFP_Confidentiality.doc form signed. (If the bidder does not announce its intention to bid, this document is required to be part of the final submission)
 - Email for submissions of acknowledgement: Bids@unaids.org
 - Email Subject: Intention to bid for RFP-2013-19

Please note that the Intention to Bid is not a requirement to submit a proposal, however UNAIDS will be able to better identify potential bidders announcing their intention to bid, and communicate with them in case of changes to the RFP or clarifications to questions asked.

2.3 Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of the proposal, including but not limited to, the possible cost of discussing the proposal with UNAIDS, making a presentation, negotiating a contract and any related travel.

UNAIDS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

2.4 Contents of the Proposal

Proposals must offer services for the total requirement. Proposals offering only part of the requirement may be rejected.

The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this RFP. Failure to follow the instructions provided, terms and specifications and/or to submit the forms requested will be at the bidder's risk and may affect the evaluation of the proposal.

2.5 Joint Proposal

Two or more entities may form a consortium and submit a joint proposal offering to jointly undertake the work. Such a proposal must be submitted in the name of one member of the consortium - hereinafter the "lead organization". The lead organization will be responsible for undertaking all negotiations and

discussions with, and be the main point of contact for UNAIDS. The lead organization and each member of the consortium will be jointly and severally responsible for the proper performance of the contract

2.6 Communications during the RFP Period

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify UNAIDS via email at the following address:

Email for submissions of all queries: Bids@UNAIDS.org

Subject: Bid Ref. RFP-2013-19

UNAIDS will respond in writing by a consolidated document to any request for clarification of the RFP that it receives prior to 12-August-2013.

The consolidated document of UNAIDS's response to all questions (including an explanation of the query but without identifying the source of enquiry) will be made available to all prospective bidders on the UNAIDS website, Request for Proposals section after the date indicated above. Questions are to be submitted in the format "Paragraph Number - Question."

There shall be no individual presentation by or meeting with bidders until after the closing date. From the date of issue of this RFP to the final selection, contact with UNAIDS officials concerning the RFP process shall not be permitted, other than through the submission of queries at the indicated email address above and/or through a possible presentation or meeting called for by UNAIDS, in accordance with the terms of this RFP.

2.7 Proposal structure

2.7.1 Proposal Submission Form

The bidder's proposal must be accompanied by a Proposal Submission Form, in the form attached hereto as Annex 1, signed by a duly authorized representative of the bidder, stating:

- That the proposal meets the requirements of the RFP,
- That the bidder undertakes, on its own behalf and on behalf of its possible partners and contractors, to provide the goods/services in accordance with the terms of the Request for Proposal (RFP), and its accompanying documents, for the amount set forth in the attached Financial Proposal,
- The number of days the proposal is valid (from the date of closing of the RFP).

2.7.2 Information of Firm/Organization submitting Proposal

The following information must be provided in order to ascertain capabilities to deliver the work proposed.

Information of Firm/Organization submitting Proposal	
1	Company/Organization Information
1.1	Address and Contact Person:
1.1.1	Company/organization mission statement (if applicable)
1.1.2	Quality Assurance / Quality Control mechanisms in place at the company

Information of Firm/Organization submitting Proposal	
1.1.3	Organization structure
1.1.4	Geographical presence
1.2	Staffing information
1.2.1	Number and Geographical distribution of staff
1.2.2	Number of consultants employed on similar projects in each of the past three years
1.3	Audited financial statements for the past three (3) years. Please provide copies as part of your submission
1.4	Legal information
1.4.1	History of Bankruptcy
1.4.2	Pending major lawsuits and litigations in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement)
1.4.3	Pending Criminal/Civil lawsuits
1.5	Contractual relationships
1.5.1	Contractual programmes (with other UN agencies or International Organizations)
1.5.2	Company Certifications and certification status
1.6	Proposed sub-contractor arrangements including company information (as above for each sub-contractor)
2	Experiences and Reference Contact Information (list and provide up to five (5) detailed examples of relevant experience gained within the past five years of the issuance of this RFP that demonstrate the contractor's ability to deliver a solution that substantially demonstrates the functional and technical requirements of this RFP)
	Project Name (project one)
	Project Description including but not limited to project starting date and duration, project and contract value, and total FTE involved from the company
	Status (under development/implemented)
	Reason for Relevance (provide reason why this project can be seen as relevant to this RFP)

Bidders will be excluded if:

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

- they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata; have been subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;
- it becomes apparent to UNAIDS that they are guilty of misrepresentation in supplying, or if they fail to supply, the information required under this RFP and/or as part of the bid evaluation process ; or
- they give rise to a conflict of interest.

2.7.3 Technical Proposal

The bidder should include in this section all relevant information for UNAIDS to evaluate the proposal, including information relating to coverage of UNAIDS needs and requirements, as specified in section 1,

IMPORTANT: The Technical Proposal shall contain no price or cost information.

The Technical Proposal must include the following information and should not exceed 15 pages plus annexes:

1. Based on the identified aims of the TSF, please provide a description of your understanding of the key challenges that the TSF will be established to address in the region, how your organization would approach the work and what will be achieved, including assumptions. .
2. Please provide a brief description of the bidding organization/institution and any consortium partners (if applicable – this is not a requirement) involved in the proposed TSF arrangement and how the TSF would be managed within the host organization.
3. Please provide a short description of the roles and responsibilities of each partner (if applicable), geographical coverage and the planned management arrangements for the proposed TSF.
4. Please provide abridged CVs of the senior professional members of the bidding organization (only including their specific responsibilities on the TSF project, relevant experience and qualifications. *Please note that that this list should be the bidder's proposal; UNAIDS should be involved in the selection of senior staff of the TSF WCA.*
5. Please provide an organogram of the proposed structure of the TSF and a brief outline of job descriptions for the key staff of the TSF and level of effort of each position. Please explain the cost-effectiveness of this staffing approach.
6. A database of experienced and quality assured national, regional and international consultants and institutions covering the main priority areas, as set out in the tender document will be a key element of the TSF. Describe the database you currently have in place, and how you will expand and maintain this database including procedures for assessments and quality assurance of consultants' skills and experience.
7. Please provide information that illustrates your skills and experience in the following areas:
 - a. Management of contracts for the provision of TS and the kinds of organizations for which you have provided TS. Please provide the number of TS days provided per year for the past three years;
 - b. Providing Capacity Development and Professional Development support;
 - c. Procurement of services and human resource management;
 - d. Financial planning, administration and reporting;
 - e. Collaboration and partnership with a wide range of relevant stakeholders, especially national AIDS authorities, government ministries and departments, Global Fund grant implementers,

civil society, nongovernmental organizations, the business sector, the UN and development agencies;

- f. Management of interdisciplinary teams on complex projects in the AIDS and/or health sector.
8. Please provide responses to the following questions.
- a. What actions would you take to ensure the timeliness and quality of technical support and capacity development activities provided through the TSF to clients?
 - b. Describe how you will assist in strengthening the implementation of Global Fund grants across the region.
 - c. Please describe the activities that you will propose to achieve the TSF aim of improving access to timely, high quality short- and longer-term technical support for scaling up national AIDS responses.
 - d. Outline your previous experience in the development and implementation of capacity development programs or activities in and/or outside of the field of AIDS.
 - e. Please describe the activities that you will propose to achieve the TSF aim of assisting in the professional development of national and regional consultants and country partners in a range of technical areas. Outline your previous experience in this area.
 - f. Please describe how you will work towards harmonization in the provision of TS in the region.
9. Work plan: Please provide a two year work plan.

2.7.4 Financial Proposal

The bidder's **separate sealed** price component must contain an overall quotation in a single currency, either in US Dollars or in the currency of the bidder's country of incorporation or registration. If the bidder opts for the latter and for evaluation purposes only, its proposal will be converted into US dollars using the United Nations rate of exchange in effect on the closing date for the submission of proposals.

The Financial Proposal shall be accompanied by a cover letter signed by a duly authorized representative of the bidder, confirming the following:

- (a) the price; and
- (b) the period of validity of the bid.

FINANCIAL PROPOSAL REQUIREMENTS

A separate financial proposal should be provided based on the activities described in the technical proposal. Please follow the following format:

1. Introduction.
2. Financial and management arrangements – please provide detailed information on costing (i.e. itemized, unit, etc), and, if a consortium or network, also on how the funds will be managed.
3. Core operational funding – to be provided by year for two years. This should include any core management costs (related to the provision of consultancy days as indicated in the Scope of Work) and other activities as outlined in the Terms of Reference and tendering notice, separating the fees and reimbursable. As stated in the Terms of Reference, it is assumed that clients and donors will be willing to pay for the TSF technical support services (except in the case of the technical support services provided through the Technical Assistance Fund and as a direct drawdown for UNAIDS HQ or RST) Therefore, the budget should **not include the cost of consultancy services** but include **only the management costs for facilitating these services**. Core operational cost may include staffing, IT, supplies and any core travel or local transport required (where management of, e.g. sub-offices does not occur virtually). As a policy UNAIDS does not provide funding for establishment of new infrastructure such as construction of new

buildings, purchase of vehicles, equipment etc. UNAIDS has clear rules governing travel which need to be observed. See table 1 below.

4. Proposed funding for capacity building activities - to be provided by year for two years. This should include costs to strengthen and build the capacity of consultants to enhance their consulting skills and increase understanding and knowledge of the latest thinking and methodology in identified technical areas, and include building capacity to strengthen country partners to manage Global Fund processes better.
5. Consultancy services – a proposed fee band of consultants on your database should be outlined as per the format below in Table 2:

When preparing the financial proposal for this project, please note the following:

- It is intended that the TSF will manage the minimum number of consultancy days per annum as established in the Scope of Work. Of these consultancy days approximately 80% will be contracted and paid for under the Technical Assistance Fund and will be contracted by UNAIDS (at country, regional or HQ level) under a drawdown mechanism. The balance of technical support provided will be on request and paid for by clients.
- The UNAIDS Regional Support Team intends to raise additional resources to support the TSF, and so the financial systems must allow for a within-year increase in the overall funds available, and potential requirements associated with this increase.
- Financial proposals should reflect a cost-effective determination of the staffing level and make-up (i.e. the staff time and the roles and responsibilities assigned to them) that it would take for management of the minimum consultancy days established in the Scope of Work.
- Similarly, the proposed staffing level and make-up should take into account the cost-effective management of the activities proposed for: i) Collaborate with country and regional partners in the provision of the timely and high-quality TS in support of national HIV programmes, ii) Strengthen and build the capacity of consultants to strengthen consulting skills and increase understanding and knowledge of the latest thinking and methodology in identified technical areas, iii) Monitor and disseminate TS Results, lessons learned, and tools developed.
- Core operational costs (see Financial Proposal Requirements point 3 below) may include: staffing, IT, local transport, and supplies. The host organization must have the existing infrastructure and equipment to support the TSF.
- The financial proposal should cover a two-year period. Please present a breakdown of proposed costs for Year One, Year Two, plus a total of the two years.
- A breakdown of the funding components is provided in the below.
- On signing the contract, UNAIDS will provide nine months of the agreed budget for the first year, providing that this amount is equal to or less than 50% of the total value of the contract.
- Based on approved six-monthly financial and progress reports to be submitted by the contractual partner, including an annual audit report, UNAIDS will release funds to cover the expenditure incurred based on the agreed budget.

Table 1: Financial Proposal Components

<i>Budget area</i>	<i>Budget for two years (US\$)</i>	<i>Comments</i>
Core operational costs		Include costs for staffing, IT, travel, office costs, local transport, supplies, annual financial audit, etc. Core operational costs should not include the actual consultancy services delivered. Please include any applicable taxes (e.g. service tax, value added tax. etc.). <i>As a policy UNAIDS does not provide funding for establishment of new infrastructure such as construction of new buildings, purchase of vehicles, purchase of equipment, etc.</i>
Cost of 2 External Financial Audits (one every year)		Include the cost of subcontracting external financial audit from a recognized audit firm every year.
Capacity of national and regional consultants and organizations in the region to provide high-quality technical support strengthened		Include the costs to deliver the activities of item 3 of the Scope of Work. Include the costs for the development of the activities and the average cost of delivery per person (including all costs)
Capacity of country partners to manage technical support effectively		Include the costs to deliver the activities of item 4 of the Scope of Work. Include the costs for the delivery of the activities and the average cost of delivery per person (including all costs)

Table 2: Fee Bands

Fee band US\$ (MINIMUM TO MAXIMUM)		
<i>Senior level</i>	<i>Mid_Level</i>	<i>Junior Level</i>

The Financial Proposal must contain a summary of total cost for the services proposed as well as a proposed schedule of payments, all of which must be expressed and will be made in the currency of the proposal.

In preparing Financial Proposals, bidders should carefully note the following provisions regarding UNAIDS policies on limitations on advance payments, retention, performance bonds, etc.

UNAIDS' general policy is to pay for the performance of contractual services rendered or to effect payment upon the achievement of specific milestones described in the contract.

Please note that UNAIDS' policy is to make an advance payment up to a maximum of 25 per cent upon signature of a contract, whether a private firm, NGO or a government or other entity. UNAIDS, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made. In any case where an advance payment for \$50,000 or more is requested and subsequently approved, UNAIDS will normally require a bank guarantee or other suitable security arrangement. Further information may be requested by UNAIDS at the time of finalizing contract negotiations with the selected bidder.

Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemize the amount requested and provide a time-schedule for utilization of said amount. In addition, the bidder must submit documentation regarding its financial status, e.g. audited financial statements at 31 December of the previous year, and include this documentation with its financial proposal. Further information may be requested by UNAIDS at the time of finalizing contract negotiations with the selected bidder.

UNAIDS Travel Policy is to cover and reimburse air tickets only in Economy Class using the most direct route available. UNAIDS does not cover Per Diem cost exceeding that defined by the United Nations at the time of the travel for the specific destination of the travel.

2.8 Format and Signing of Proposals

The bidder shall submit the proposal in **one external envelope** marked clearly **Bid Ref RFP-2013-19 containing inside two sealed envelopes** by the closing date set forth in section 2.10 to the address specified below.

**UNAIDS
Bid Opening Committee
Reference: RFP-2013-19
20, Avenue Appia
CH-1211 Geneva 27
Switzerland**

NOTE: If the envelopes are not sealed and marked as per the instructions in this clause, UNAIDS will not assume responsibility for the proposal's misplacement or premature opening and may – at its discretion – reject the proposal.

This first internal sealed envelope must contain **two** hard copies of the complete technical proposal. Each complete technical proposal should include the following:

- Hard copy of proposal (as specified in section 2.7.3) and supporting documents (marked clearly **Bid Ref RFP-2013-19**)
- Signed Proposal Submission Form (see Annex 1 to this RFP)
- One CD-ROM containing electronic copy of the technical proposal only and supporting documents

The second internal sealed envelope must contain the financial proposal and its cover letter as specified in section 2.7.44. **Two** copies of the complete financial proposal must be included and a separate CD-ROM containing only the financial proposal must be included.

Please also note the following instructions for preparation of the Proposal:

- 1) The two (2) copies shall be labeled "Master copy" and "Copy 1". The bidder must ensure that the content of all copies is identical. If at any time a difference is discovered between any copies of

the proposal then the "Master copy" will prevail as the official copy.

- 2) The two (2) hard copies shall be unbound, provided in binders from which pages may be removed easily. Dividers may be used to separate sections of the document, if needed.
- 3) All pages of the proposal shall be numbered in the format 'Page X of Y'.
- 4) All copies of the proposal shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the proposal.
- 5) The electronic copy of the proposal and supporting documents on a CD-ROM should be in PDF, or MS Office compatible format (Word, Excel, Power Point or MS Project). The responses to the functional requirements should be submitted in the structure provided in this RFP. The financial proposal should be submitted in the file format supplied by UNAIDS and, if provided, using the template distributed with the RFP and only within the sealed financial proposal in a separate CD from the technical proposal. The proposed timeline project plan should be either in MS Project MPP, XLS or PDF format.

OPTION FOR ELECTRONIC SUBMISSION: If preferred, the proposal may instead be forwarded to two secure email accounts. The master copy of the "Technical Proposal" shall be forwarded to TechnicalBids@unaids.org and the master copy of the "Financial Proposal" forwarded separately to FinancialBids@unaids.org. There will be no automatic confirmation of receipt as the proposals are only opened after the closing date. The email subject must include the bid reference number available on the first page of this RFP and on the UNAIDS website. Due to email size limitation, multiple emails can be sent as the bidder submission.

2.9 Period of Validity of Proposals

The offer outlined in the proposal must be valid for a minimum period of 120 calendar days after the closing date. A proposal valid for a shorter period may be rejected by UNAIDS. In exceptional circumstances, UNAIDS may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting the request will not be required nor permitted to modify its proposal.

2.10 Closing Date for Submission of Proposals

Proposals must be received at UNAIDS at the address specified in section 2.8 no later than 13 September 2013 at 17hrs. Geneva time.

UNAIDS may, at its own discretion, extend this closing date for the submission of proposals by notifying all bidders thereof in writing.

Any proposal received by UNAIDS after the closing date for submission of proposals may be rejected.

2.11 Modification and Withdrawal of Proposals

The bidder may withdraw its proposal any time after the proposal's submission and before the opening date, provided that written signed notice of the withdrawal (by a duly authorized representative of the bidder) via email is received by UNAIDS prior to the closing date.

The bidder's withdrawal notice shall be prepared and dispatched to be received before the closing date in accordance with section 2.10.

- Email for withdrawal of proposal: Bids@UNAIDS.org

However, if you submitted your technical and financial proposals using the option for Electronic Submission in section 2.8, then your withdrawal notice must also be submitted to these email addresses with the reference number and the word WITHDRAWAL clearly indicated in the subject line.

No proposal may be modified after the closing date for submission of proposals, unless UNAIDS has issued an amendment to the RFP allowing such modifications (see section 2.13).

No proposal may be withdrawn in the interval between the opening date and the expiration of the period of proposal validity specified by the bidder in the proposal.

2.12 Receipt of Proposals from Non-invitees

UNAIDS may, at its own discretion, extend the RFP to bidders that were not included in the individual invitation list if this is necessary and in the interest of UNAIDS. RFPs published by UNAIDS on the UNAIDS website are open for all qualified bidders.

2.13 Amendments of the RFP

At any time prior to the closing date for submission of proposals, UNAIDS may, for any reason, whether on its own initiative or in response to a clarification requested by a bidder, modify the RFP by amendment. Amendments could include modification of project scope or requirements, project timeline expectations or extension of the closing date for submission.

All prospective bidders that have received the RFP will be notified in writing of all amendments to the RFP. In addition, all amendments will be posted on the UNAIDS website in the Request for Proposals section and in any other website used by UNAIDS directly for publishing the Request for Proposals.

3. OPENING AND EVALUATION OF PROPOSALS

3.1 Opening of Proposals

UNAIDS will open the technical proposals in the presence of a Committee formed by UNAIDS at the Headquarters office in Geneva, Switzerland on a date fixed after the closing of the tendering period. Each technical proposal will be opened during the session with each bidder announced. Financial proposals will be opened only after the technical evaluation of the proposals.

A public opening of bids will be carried on 16 September 2013 in the UNAIDS premises. Bidders wishing to attend the session (at their own cost) should inform UNAIDS in advance via email (to the address specified in section 2.6) if they plan to attend; only bidders or named representatives are allowed. Non-attendance has no implication on the evaluation of the bids.

3.2 Clarification of Proposals

UNAIDS may, at its discretion, ask any bidder for clarification of any part of its proposal to assist in the examination, evaluation and comparison of proposals. The request for clarification and the response shall be in writing. No change in price or substance of the proposal shall be sought, offered or permitted during this exchange.

3.3 Preliminary Examination of Proposals

UNAIDS will examine the proposals to determine whether: (i) they are complete, (ii) any computational errors have been made, (iii) the documents have been properly signed, and (iv) the proposals are generally in order.

Please note that UNAIDS is not bound to select any of the firms/institutions submitting proposals. Furthermore, since a contract would be awarded in respect of the proposal which is considered most responsive to the needs of the project concerned, due consideration being given to UNAIDS' general principles, including economy and efficiency, UNAIDS does not bind itself in any way to select the firm/institution offering the lowest price.

3.4 Technical Evaluation of Proposals

A two-stage procedure will be utilized in evaluating the proposals, with technical evaluation of the proposal being completed prior to any evaluation of the Financial Proposal. A technical evaluation selection panel will evaluate all the proposals that have passed the preliminary examination and screening of proposals. The technical evaluation will be scored according to the following criteria, which notes the maximum score available for each element:

- The technical quality and appropriateness of the proposed approach (15 Points);
- The management strategy/plan detailed in the document (10 Points);
- The qualifications and competence of the personnel proposed for the assignment (10 Points);
- Capacity to hire quality local consultants, including consultants openly living with HIV (10 Points);
- The financial and HR management capacity of the organization (10 Points);
- The experience of the organisation in carrying out related projects (15 Points);
- Established presence of the bidding organization in the region (10 Points)
- Track record of the organization in working on HIV & technical support (10 Points);
- The quality of the overall proposal (5 Points);
- The proposed timeframe for start up and running the TSF (5 Points);

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 points allocated to the technical proposal correspond to 60% of the total obtainable points.

3.5 Financial Proposal Evaluation

The financial proposal will only be evaluated if the technical proposal achieves a minimum of 60% of the total allocable points for the technical evaluation. Proposals failing to obtain this minimum threshold will not be eligible for further consideration. This maximum number of points will be allocated to the lowest price proposal. All other price proposals will receive points in inverse proportion according to the following formula:

Points for the price component of a proposal being evaluated = $([\text{Maximum number of points for the price component}] \times [\text{Lowest price}] / [\text{Price of proposal being evaluated}])$.

3.6 Bidders' Presentations

At the discretion of UNAIDS, selected bidders may be invited to supply additional information on the contents of their proposal during the evaluation period. Such bidders could be asked to give a presentation of their proposal (possibly with an emphasis on a topic of UNAIDS's choice) followed by a question and answer session. If UNAIDS determines that there is such a need, the presentation will be held at UNAIDS Headquarters in Geneva, or by videoconference/Internet. Bidders will be given reasonable time to prepare for the presentation.

NOTE: Presentations or other individual contact is expressly prohibited before the closing date for proposal submission.

4. AWARD OF CONTRACT

4.1 Award Criteria, Award of Contract

UNAIDS reserves the right to:

- a) Award the contract to a bidder of its choice, even if its bid is not the lowest;
- b) Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;
- c) 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 bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for UNAIDS' action;
- d) Award the contract on the basis of UNAIDS' particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;
- e) Not award any contract at all.

UNAIDS has the right to eliminate bids on technical or other reasons throughout the evaluation/selection process. UNAIDS shall not in any way be obligated to reveal, or discuss with any bidder, how a proposal was assessed, or to provide any other information relative to the evaluation/selection process or to state the reasons for elimination to any bidder

NOTE: UNAIDS is **acting in good faith** by issuing this RFP. However, **this document does not obligate UNAIDS to contract for the supply of any products or services.**

4.1.1 Right to modify Scope or Requirements during the Proposal Process

UNAIDS reserves the right to, at any time during the proposal process, modify the scope of services and goods specified in the RFP. At any time in the selection process, UNAIDS reserves the right to issue an amendment to the RFP detailing the change which should be notified only to bidders who have not been officially eliminated due to technical reasons at that point in time.

4.1.2 Right to Extend/Revise Scope or Requirements at Time of Award

UNAIDS reserves the right, at the time of award of contract, to extend/revise the scope of services and goods specified in the RFP without any change in the base price of services and goods or other terms and conditions offered by the selected bidder.

4.1.3 Right to enter into Contract Price Negotiations

UNAIDS reserves the right to enter into negotiations, with one or more bidders that have not been eliminated during the evaluation process, including but not limited to negotiations of the terms of the proposal(s), the price quoted in such proposal(s) and/or the deletion of certain parts of the work, components or items called for under this RFP..

4.2 Signing of the Contract

Within 30 days of receipt of the contract the successful bidder shall sign and date the contract and return it to UNAIDS according to the instructions provided at that time. If the bidder does not accept the contract terms without changes, then UNAIDS has the right not to proceed with the selected bidder and instead contract with another bidder of its choice.

The award of contract will be published in the UNAIDS public website, after all internal clearances and acceptance of the contract by the selected bidder.

5. GENERAL AND CONTRACTUAL CONDITIONS

The contract between UNAIDS and the selected bidder ("the Contract") will, unless otherwise explicitly agreed in writing, include the provisions as set forth in this section, and will otherwise inter alia address the following issues:

- Responsibilities of the selected bidder(s) ("The Contractor(s)") and UNAIDS;
- clear deliverables, timelines and acceptance procedures;
- payment terms tied to the satisfactory completion of the work;
- notices.

The prices payable by UNAIDS for the work to be performed under the Contract shall be fixed for the duration of the Contract and shall be in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice.

The total amount payable by UNAIDS under the Contract may be either a lump sum or a maximum amount. If the option for payment of a lump sum applies, that lump sum is payable in the manner provided, subject to satisfactory performance of the work. If the option for payment of a maximum amount applies:

- the Contract shall include a detailed budget;
- the Contractor shall be held to submit a financial statement together with each invoice;
- any advance payments by UNAIDS shall be used by the Contractor exclusively for the work in accordance with the budget and any unspent balance shall be refunded to UNAIDS;
- payment by UNAIDS shall be subject to satisfactory performance and the acceptance of the Contractor's financial statements; and
- all financial reports shall be subject to audit by or on behalf of UNAIDS, including examination of supporting documentation and relevant accounting entries in the Contractor's books. In order to facilitate financial reporting and audit, the Contractor shall keep systematic and accurate accounts and records in respect of the work.

Unless otherwise specified in the Contract, UNAIDS shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNAIDS shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity as described in the Contract, from any other sources at any time..

5.1 Conditions of Contract

Any and all of the Contractor's (general and/or special) conditions of contract are hereby explicitly excluded from the Contract, i.e., regardless of whether such conditions are included in the Contractor's offer, or printed or referred to on the Contractor's letterhead, invoices and/or other material, documentation or communications.

5.2 Responsibility

The Contractor will be responsible to ensure that the work performed under the Contract meets the agreed specifications and is completed within the time prescribed. The Contractor shall facilitate the operational audit related to the execution of the work and the compliance with the obligations set forth in the Contract, by persons so designated by UNAIDS. In this regard, the Contractor shall make all relevant operational information, without restriction, available to persons so designated by WHO and provide satisfactory explanations to all queries arising in connection therewith.

5.3 Source of Instructions

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

5.4 Warranties

The Contractor will warrant and represent to UNAIDS as follows:

- 1) The deliverables shall meet the specifications and shall function in a manner which is fully adequate to meet its intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free, in that the Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least six months after completion of the work. It is agreed, however, that errors and other defects, which have been caused by modifications to the deliverables made by UNAIDS without agreement of the Contractor are not covered by this paragraph.
- 2) The deliverables shall, to the extent it is not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of this Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables including, but not limited to, licenses for UNAIDS to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based, so as to permit UNAIDS to fully exercise its rights in the deliverables and the software without any obligation on UNAIDS's part to make any additional payments whatsoever to any party.
- 3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and be delivered to UNAIDS free and clear of any and all liens, claims, charges, security interest and any other encumbrances of any nature whatsoever.
- 4) The Contractor, its employees and any other persons and entities used by the Contractor shall not violate any intellectual property rights, confidentiality, right of privacy or other right of any person or entity whomsoever..
- 5) Except as otherwise explicitly provided in this Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to UNAIDS, to perform its obligations hereunder.
- 6) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.

The Contractor furthermore warrants and represent that the information provided by it to UNAIDS in response to the RFP and during the bid evaluation process is accurate and complete. The Contractor understands that in the event The Contractor has failed to disclose any relevant information which may have impacted UNAIDS' decision to award the Contract to The Contractor, or has provided false information, UNAIDS will be entitled to rescind the contract with immediate effect, in addition to any other remedies which UNAIDS may have by contract or by law

5.5 Legal Status

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNAIDS, and nothing contained in or relating to the Contract shall be construed as establishing or creating an employer/employee relationship between UNAIDS, on the one hand, and the Contractor or any person used by the Contractor in the performance of the work, on the other hand.

Thus the Contractor shall be solely responsible for the manner in which the work is carried out. UNAIDS shall not be responsible for any loss, accident, damage or injury, suffered by the Contractor or persons or entities claiming under the Contractor, arising during or as a result of the implementation or execution of the Contract, including travel, whether sustained on UNAIDS premises or not.

The Contractor shall obtain adequate insurance to cover such loss, accident, injury and damages, before commencing work on the Contract. The Contractor shall be solely responsible in this regard and shall handle any claims for such loss, accident, damage or injury.

5.6 Relation Between the Parties

The Contract does not constitute a partnership between the Parties or does not constitute either Party as the agent of the other.

5.7 Waiver of Breach

The waiver by either Party of any provision or breach of the contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

5.8 Liability

The Contractor hereby indemnifies and holds UNAIDS harmless from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against UNAIDS at any time and based on, or arising out of, breach by the Contractor of any of its representations or warranties under the Contract, regardless of whether such representations and warranties are explicitly incorporated here in or are referred to in any attached Appendices.

5.9 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 UNAIDS.

5.10 Officials not to Benefit

The Contractor warrants that no official of UNAIDS 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.

5.11 Indemnification

The Contractor shall indemnify and hold UNAIDS harmless, from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against UNAIDS at any time and based on, or arising out of, the acts or omissions of the Contractor, or the Contractor's employees, officers, agents, partners or sub-contractors, in the performance of the Contract. This provision shall extend, inter alia, to claims and liabilities in the nature of workmen's compensation, product 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, partners or sub-contractors.

5.12 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.

5.13 Subcontracting

Any intention to subcontract aspects of the Contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime contractor. No subcontracting will be permitted under the Contract unless it is proposed in the initial submission or formally agreed to by UNAIDS at a later time. In any event, the total responsibility for the Contract remains with the Contractor.

The Contractor shall be responsible for ensuring that any and all subcontracts shall be fully consistent with the Contract, and shall not in any way prejudice the implementation of any of its provisions.

5.14 Place of Performance

The place of performance of the work under the Contract shall be the premises of the contractor.

5.15 Language

The communications relating to the Contract and/or performance of the work there under shall be in English.

5.16 Confidentiality

- 1) Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of this Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.
- 2) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of this Contract.
- 3) The Contractor may not communicate at any time to any other person, Government or authority external to UNAIDS, any information known to it by reason of its association with UNAIDS which has not been made public except with the authorization of UNAIDS; nor shall the Contractor at any time use such information to private advantage.

5.17 Title Rights

- 1) All rights pertaining to any and all deliverables under the Contract and the original work product leading thereto, as well as the rights in any non-original material incorporated therein as referred in section 5.4.2 above, shall be exclusively vested in UNAIDS..
- 2) UNAIDS reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.
- 3) At UNAIDS's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist UNAIDS in securing such proprietary rights and transferring them to UNAIDS in compliance with the requirements of applicable law.

5.18 Termination and Cancellation

UNAIDS shall have the right to cancel the Contract (in addition to other rights, such as the right to claim damages):

- 1) In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or
- 2) In the event the progress of work is such that it becomes obvious that the obligations undertaken by the Contractor and, in particular, the time of fulfillment, will not be respected.

In addition, UNAIDS shall be entitled to terminate the Contract (or part thereof), in writing:

- 1) At will with the provision of thirty (30) days prior notice in writing
- 2) With immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided in the paragraph above, the Contractor is:
 - a. In breach of any of his material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from UNAIDS; or
 - b. Adjudicated bankrupt or formally seeks relief of his financial obligations.

5.19 Force Majeure

No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by reasons outside such party's reasonable control , it being agreed, however, that UNAIDS shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the Contractor shall, in accordance with the ownership rights referred to in section 5.17 *Title rights*, deliver to UNAIDS all work products and other materials so far produced.

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 UNAIDS, 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 UNAIDS 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, UNAIDS 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.

5.20 Surviving Provisions

Those rights and obligations of the Parties as set forth in section 5 that are intended by their nature to survive the expiration or earlier termination of the Contract shall survive indefinitely. This includes, **but is expressly not limited to**, any provisions relating to UNAIDS' right to financial and operational audit, conditions of contract, warranties, legal status and relationship between the parties, breach, liability, indemnification, subcontracting, confidentiality, title rights, use of the UNAIDS and WHO name and emblem, successors and assignees, insurance and liabilities to third parties, settlement of disputes, observance of laws, privileges and immunities, no terrorism or corruption, foreign nationals and compliance with UNAIDS policies

5.21 Use of UNAIDS and WHO name and emblem

Without UNAIDS's prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to the Contract or its relationship with UNAIDS and/or the World Health Organization (WHO) (which provides the administration of UNAIDS, including its secretariat). In no case shall the Contractor use the name or the emblem of UNAIDS and/or WHO, or any abbreviation thereof, in relation to its business or otherwise.

5.22 Successors and Assignees

The Contract shall be binding upon the successors and assignees of the Contractor and the Contract shall be deemed to include the Contractor's successors and assignees, provided, however, that nothing in the Contract shall permit any assignment without the prior and written approval of UNAIDS.

5.23 Payment

Payment will be made against presentation of an invoice in a UN convertible currency (preferably US Dollars) in accordance with the payment schedule contained in the Contract and subject to UNAIDS's acceptance of satisfactory performance of work. Any payments by UNAIDS to the Contractor shall reflect any tax exemptions to which UNAIDS is entitled by reason of the immunity it enjoys. UNAIDS is exempt from all direct taxes, customs duties and the like and the Contractor shall consult with UNAIDS so as to avoid the imposition of such charges. As regards duties and other indirect taxes, the Contractor shall list such charges on invoices as a separate item and, to the extent required, cooperate with UNAIDS to enable reimbursement thereof.

5.24 Title to Equipment

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

5.25 Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain:

(i) insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

(ii) 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.

(iii) 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 performance of work under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees partners or sub-contractors performing work in connection with the Contract.

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

- a) Name UNAIDS as additional insured;
- b) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNAIDS;
- c) Provide that UNAIDS shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.

The Contractor shall, upon request, provide UNAIDS with satisfactory evidence of the insurance required under this section.

5.26 Settlement of Disputes

Any dispute relating to the interpretation or application of the contract shall, unless amicably resolved, be subject to conciliation. In the event of failure of the latter, the dispute shall be settled by arbitration. The arbitration shall be conducted in accordance with the modalities to be agreed upon by the parties or, in the absence of agreement, with the rules of arbitration of the International Chamber of Commerce. The parties shall accept the arbitral award as final.

5.27 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 the Contract.

5.28 Authority to Modify

No modification or change in the Contract, no waiver of any of its provisions or any additional contractual relationship of any kind shall be valid and enforceable unless signed by a duly authorized representative of both parties.

5.29 Privileges and Immunities

Nothing in or relating to this Contract shall:

- be deemed a waiver of any of the privileges and immunities of UNAIDS and/or the World Health Organization in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.
- Be construed as submitting UNAIDS and/or WHO to any national jurisdiction

5.30 No Terrorism or Corruption

The Contractor warrants that:

(i) it is not and will not be involved in, or associated with, any person or entity involved in terrorism, that it will not make any payment to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity; and

(ii) it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices in connection with execution of the Contract.

The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

Any payments used by the Contractor for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to UNAIDS without delay

5.31 Personnel

5.31.1 Approval of Contractor Personnel

UNAIDS reserves the right to approve any employee, subcontractor or agent furnished by the Contractor and Contractor's consortium partners for the performance of the work under the Contract (hereinafter jointly referred to as "Contractor Personnel"). All Contractor Personnel must have appropriate qualifications, skills and levels of experience and otherwise be adequately trained to perform the work. UNAIDS reserves the right to undertake an interview process as part of the approval of Contractor Personnel.

The Contractor acknowledges that the qualifications, skills and experience of the Contractor personnel proposed to be assigned to the project are material elements in UNAIDS's engaging the Contractor for the project. Therefore, in order to ensure timely and cohesive completion of the project, both parties intend that Personnel initially assigned to the project continue through to project completion. Once an individual has been approved and assigned to the project, such individual will not, in principle, thereafter be taken off the project by the Contractor to other duties. Circumstances may arise, however, which necessitate that Personnel be substituted in the course of the work e.g. in the event of promotions, termination of employment, sickness, vacation or other similar circumstances, at which time a replacement of comparable qualifications, skills and experience may be assigned to the project, subject to approval of UNAIDS.

UNAIDS may refuse access to or require replacement of any Contractor Personnel if such individual renders, in the sole judgment of UNAIDS, inadequate or unacceptable performance, or if for any other reason UNAIDS finds such individual does not meet its his/her security or responsibility requirements. The Contractor shall replace such an individual within fifteen (15) business days of receipt of written notice from UNAIDS. The replacement will have the required qualifications, skills and experience and will be billed at a rate that is equal to or less than the rate of the individual being replaced.

5.31.2 Project Managers

Each party shall appoint a qualified project manager ("Project Manager") who shall serve as such party's primary liaison throughout the course of the project. The Project Manager shall be authorized by the respective party to answer all questions posed by the other party and convey all decisions made by such party during the course of the project and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

The Project Managers shall meet on regular basis in order to review the status of the project and provide UNAIDS with reports. Such reports shall include detailed time distribution, information in the form

requested by UNAIDS and shall cover problems, meetings, progress and status against the implementation timetable.

5.31.3 Foreign Nationals

The Contractor shall verify that all Contractor Personnel is legally entitled to work in the country or countries where the work is to be carried out. UNAIDS reserves the right to request the Contractor to provide UNAIDS with adequate documentary evidence attesting this for each Contractor Personnel. Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

5.31.4 Compliance with UNAIDS Policies

The Contractor shall at all times comply with and ensure that the Contractor and each of its subcontractors and their employees and agents comply with any applicable laws and regulations and any UNAIDS policies and reasonable written direction and procedures relating to: (i) occupational health and safety, (ii) security and administrative requirements, including, but not limited to computer network security procedures, (iii) sexual harassment, (iv) privacy, (v) general business conduct and disclosure, (vi) conflicts of interest and (vii) business working hours and official holidays.

In the event that the Contractor becomes aware of any violation or potential violation by the Contractor, its subcontractor or any of their employees or agents, of any laws, regulations, UNAIDS policies or of other UNAIDS reasonable written directions and procedures, the Contractor shall immediately notify UNAIDS of such violation. UNAIDS, in its sole discretion, shall determine the course of action to remedy such violation or prevent such potential violation, in addition to any other remedy available to UNAIDS under the Contract or otherwise.

5.31.5 Ethical Behaviour

UNAIDS, the Contractor and each of the Contractor's partners, subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of the Contract. In this regard, the Contractor shall also ensure that neither Contractor nor its partners, subcontractors, agents or employees will engage in activities involving child labor, trafficking in arms, promotion of tobacco or other unhealthy behavior, or sexual exploitation or discrimination.

5.31.6 Engagement of Third Parties and use of In-house Resources

The Contractor acknowledges that UNAIDS may elect to engage third parties to participate in or oversee certain aspects of the project and that UNAIDS may elect to use its in-house resources for the performance of certain aspects of the project. The Contractor shall at all times cooperate with and ensure that the Contractor and each of its partners, subcontractors and their employees and agents cooperate, in good faith, with such third parties and with any UNAIDS in-house resources.