# Request for Proposal (RFP)

# Content Packaging of the 2011 edition of the UNAIDS Electronic Library

Reference Number: RFP-2012-01

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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 carry out the Pre-production mastering tasks of the Content Packaging of the 2011 edition of the UNAIDS Electronic Library and post-mastering production. The present RFP is for the 2011 edition, however if the Technical Proposals and Financial Proposals submitted are of a sufficiently high standard the exercise could possibly be valid for 2012 and 2013 editions.

The Pre-production mastering tasks will require: Software engineering of new PDF files to bookmark and tag new files, and the data manipulation and programming required to render raw PDF documents into a fully searchable electronic Library resource. Also required will be the review and correction of the bookmarks and tags of existing PDF files.

The Post-mastering production will require the production of sets of CD-ROMs, and/or sets of DVDs and/or USBs and/or web-pages for Cloud or Internet based solutions.

Vendors are 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 <a href="https://www.unaids.org">www.unaids.org</a>.

#### 1.2 Characteristics of the bidder

#### **1.2.1** Status

 The provider shall be a public institution, company, individual or NGO operating in the field of Electronic Publishing with proven expertise in developing and maintaining a strategic partnership handling large amounts of data for International Organizations or enterprises.

#### 1.2.2 Accreditations

 No specific requirement however an accreditation by a certified accreditation body will be an asset.

#### 1.2.3 Previous experience

- Previous work with UNAIDS or other international institutions.
- Proven experience in developing and maintaining a strategic partnership handling large amounts of data for International Organizations or enterprises.

#### 1.2.4 Logistic capacity

• Established capacity (either alone or through a consortium) in teleconferencing, videoconferencing, and web conferencing.

#### 1.2.5 Staffing

- You must have a core number of staff dedicated to Electronic Publishing on a full-time basis.
- You will be expected to nominate a dedicated project manager, and other specific technical staff, and also facilitation staff and multilingual staff (French, Spanish and Russian) who will be dedicated to this project.
- UNAIDS would expect all of your staff involved in this project to have sufficient experience in the type of skills required to accomplish the tasks required.

# 1.3 Work to be performed

#### 1.3.1 Key requirements and Terms of Reference

#### Background

UNAIDS issues many documents and publications, and these are published in various forms, web-based, short-run digital editions and in offset printed form. UNAIDS has 4 official languages: English, French, Spanish and Russian. Occasionally UNAIDS documents are produced in Arabic, Chinese and Portuguese. Most typically UNAIDS documents will be in English and French editions, and Spanish and/or Russian editions when required, less occasionally in Arabic and/or Chinese editions, and only very occasionally in German, Japanese, Portuguese, Romanian editions.

Everything published by UNAIDS is available in raw PDF form, i.e. the complete publication is in PDF but there is no bookmarking, no metadata of title or contents. Some publications on the UNAIDS website have title and keywords added, which are used by the unaids.org search engine. Depending on how the publication has been distilled into a PDF, bookmarks are available, depending on PDF reader/web browser used.

Up until the present time UNAIDS have published a complete electronic library every two years, the last edition, published on two CD-ROMs, was issued in 2009 containing the previously published titles from 2001 to 2007 and incorporating the titles published during 2008 and 2009.

#### Future key requirements

Work is due to commence shortly on the 2011 edition of the electronic Library, which shall include the previously published titles from 2001 to 2009 and incorporating the titles published during 2010 and 2011.

However it should be noted that UNAIDS wish to receive proposals which will in future allow for periodic updates at shorter intervals than two years. It would be considered an advantage if an economical updating process of the Library database occurred at least once a year, twice a year would be even better and preferably on a continual basis if costs were favorable.

This would enable UNAIDS to publish an up-to-date electronic library on a suitable support in time for the annual International AIDS Conference in mid-July and another one in time for World AIDS Day on the 1st December every year.

Furthermore UNAIDS wish to receive your proposals that might enable it to move away from CD-ROM based support. This maybe a DVD, USB or web-pages for Cloud or Internet based solutions, <a href="https://mover.ncbe.nlm.nc

#### Terms of Reference: Pre-production Mastering tasks to be performed

Use Acrobat as the enabling technology, or any other free and readily available document packager as long as it is proven and freely available in practically all languages and for all operating systems.

Your Technical Proposal should indicate the number of week's work that the Pre-production mastering process will take.

Download the 2010 and 2011 publications – allow for <u>200 PDF files representing 7000 pages</u> - and verify whether bookmarks have been added and whether the Table of Contents has

been rendered interactive, if not you are to add them. Add these titles to the many hundreds already available on the 2009 edition of UNAIDS electronic Library. This verification will have to include a comparison of all available files with previous versions to identify files that have been updated and replaced (some of these may even carry a different reference number) since the last CD-ROM edition, as well as removal of files that are no longer valid without replacement.

It will be useful for you to know that the 2009 edition was on 2 CD-ROMs,

- One contained all English and French titles which had been bookmarked and rendered fully searchable plus any documents that were published in Arabic, Chinese, German, Japanese, Portuguese, Romanian editions.
- The other CD-ROM contained Spanish and Russian titles which had been bookmarked and rendered fully searchable, and also contained English titles which had been bookmarked and rendered fully searchable and Portuguese editions.

Copies can be provided on request.

Add bookmarks to all files. It would be necessary to check the bookmarking and tagging of existing files in order to bring these up to the same standard as the bookmarking and tagging of new files.

Render all tables of contents (where existing) live, i.e. make them interactive with clickable links to jump directly to the correct physical pages.

Check the bookmarking and tagging of PDF files (for example annual report and executive summaries in four languages).

Resize the "Global View" maps for faster loading (but retain a printable version on the electronic support and link all of the countries to the appropriate resource at <a href="https://www.aidsinfoonline.org">www.aidsinfoonline.org</a>).

Create and Review a list of 96 topics with UNAIDS staff and assigning each document to one or more topics. (The full list of topics can be found in Appendix 1 at the end of this RFP).

Add metadata title and index all documents for inclusion in the search engine.

Establish four ordered lists of titles in English, French, Spanish and Russian (translations to be provided by UNAIDS).

Graphic Design of the user interface, label and packaging.

Create two navigation interfaces each in English, French, Spanish and Russian (in Cyrillic type face),

- 1. in alphabetical order by title
- 2. in alphabetical order by topic

Each title is to be followed by one or more clickable language codes (e.g. [en] [fr]) depending on the number of translated languages available per title. You should be aware that some titles are published in Arabic and/or Chinese, and very occasionally in German, Japanese, Portuguese, Romanian editions, these need to be included in the Library Resource, but it is not necessary to bookmark these languages.

Develop a user guide and readme files including special instructions for users of newer versions of the Adobe Reader or other document packager

Create a Starter page allowing the user to select a language

- Each of the navigation pages must have a link back to this starter page so that a user can change languages at any time
- Each document must have at least one bookmark which will allow the user to return to the navigation page in the language last used

Add an auto-run routine for Acrobat/Adobe Reader (PC only) or other document packager.

Propose and recommend a suitable electronic support for distribution. Whatever support you propose must be one that is readily available and easily useable on the type of older and less up-to-date computers to be found in developing countries. You should be aware that Internet connections in some countries may be unavailable, slow or only available sporadically.

This situation may possibly exclude DVD, but may include CD-ROMs or USB stick or other support. Your analysis of the global situation and recommendations of a suitable solution to the type of support will be taken into account and <u>your proposal must continue to cater for the users in developing countries.</u>

Since the content of the 2009 edition does not fit on a single CD-ROM but requires 2 CD-ROMs, it can be assumed that if the 2011 edition is produced on CD-ROMs it will probably require 3 CD-ROMs, in which case you will need to take into account the design and development of three separate user interfaces

Prepare a Prototype of the Pre-production mastering operation for client approval before delivery. Allow for two rounds of modifications including discussion with the client, then incorporation of client comments and requests at each round.

#### Terms of Reference: Post-mastering production tasks to be performed

From approved prototype of the Pre-production mastering operation, prepare CD-ROMs and/or DVDs and/or USBs and/or web-pages for Cloud or Internet based solutions.

Provide your proposals for the design and production of all of the following options,

Sets of CD-ROMs in an attractive presentation package, you to propose type of package and design, printed in full colour, complete with all necessary installation, run and usage instructions.

3,000 sets

5,000 sets

10,000 sets

15,000 sets

20,000 sets

Sets of DVDs in an attractive presentation package, you to propose type of package and design, printed in full colour, complete with all necessary installation, run and usage instructions.

3,000 sets

5.000 sets

10,000 sets

15,000 sets

20,000 sets

Printed USB stick of 8 gigabytes capacity in an attractive presentation package, you to propose type of package and design, printed in full colour, complete with all necessary installation, run and usage instructions. You to provide the USB stick.

3,000 sets

5,000 sets

10.000 sets

15,000 sets

20,000 sets

Printed USB stick in in an attractive presentation package, you to propose type of package and design a presentation package, printed in full colour, complete with all necessary installation, run and usage instructions. Assuming that UNAIDS or a suitable donor suggested by you, will provide the USB stick of 8 gigabytes capacity.

3.000 sets

5,000 sets

10,000 sets 15,000 sets 20.000 sets

Design and preparation of an attractive Web-based presentation package, you to propose type of package and design, complete with all necessary installation, run and usage instructions.

Delivery of all of the post-mastering production will either be dispatched from your production facility directly to UNAIDS offices (according to the schedule in Appendix 2) or be delivered in bulk to the UNAIDS storage facility, Sauvin Schmidt SA, Chemin de l'Emeraude 8, 1214 Vernier, near Geneva.

Bidders shall show air, sea, truck and/or other transportation costs in their price schedules. Shipping shall be under DAP Incoterms. The shipping costs included must reflect the means of transport in your price schedule, by reliable freight forwarders.

Financial Proposal: Complete the Price Schedule of the Proposal (Appendix 3) contained in a separate Word document to this RFP

Bid Currency and Prices

The Financial Proposal shall be prepared in accordance to Appendix 3: Price Schedule of the Proposal, which is a separate Word document to this RFP

Prices may be quoted in US dollars (USD) or in your local currency as long as this is US dollar convertible. The cost comparisons of the Financial Proposals that are opened will be made in US dollars using the official UN exchange rate applicable at the time of the opening of the financial bid.

The Bidder shall indicate on the Price Schedule of the Proposal the currency used, and prices for each and every variant of the services and goods it will be requested to supply under the contract, and must take into account all of the requirements stated in the Terms of Reference.

#### Deliverv

We require costs for two delivery options,

- a certain number of copies to each of the UNAIDS offices (according to the schedule in Appendix 2)
- in bulk to the UNAIDS storage facility, Sauvin Schmidt SA, Chemin de l'Emeraude 8, 1214 Vernier, near Geneva.

Bidders shall show air, sea, truck and/or other transportation costs in their price schedules. Shipping shall be under DAP Incoterms. The shipping costs included must reflect the means of transport in your price schedule, by reliable freight forwarders.

#### 1.3.2 Reporting requirements

The selected vendor will be expected to arrange for a full-team discussion with the UNAIDS staff prior to commencing work, either by visit to UNAIDS Geneva, or via web link, video conferencing etc. It is required that the vendor will then provide UNAIDS with a sample of the work proposed, showing the bookmarking and tagging levels of one or two new documents.

When these have been approved work may proceed with the full pre-production mastering operation. Weekly reports on technical progress must be provided.

Samples of the proposed CD-ROM, DVD, and USB sticks should also be provided.

#### 1.3.3 Finance and accounting requirements

The amounts invoiced must adhere strictly to the amounts quoted in the Financial Proposal for a given year. Payment will be made in two parts.

The first payment upon satisfactory completion of the pre-production mastering operation up to and including the two rounds of modifications including discussion with the client, then incorporation of client comments and requests at each round, and the provision of a fully approved master Prototype

The second and final payment will be made upon documented receipt of the post-mastering production ordered at the beginning of the contract.

#### 1.3.4 Performance monitoring

The Weekly reports on technical progress which must be provided will form the basis of Performance Monitoring against the pre-production mastering milestone agreed at the start of the contract. The staff of UNAIDS will ensure that the Vendor adheres to the milestones agreed.

#### 1.3.5 Further Capacities

No additional capacities required.

#### 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 **30-January-2012**, the bidder shall complete and return by email or fax 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.
- Email for submissions of acknowledgement: Bids@unaids.org
- Subject for Email: RFP-2012-01 Intention to Bid

#### 2.3 Cost of Proposal

The bidder shall bear all costs associated with the preparation and submission of the proposal up to the final award of the contract. UNAIDS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement 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.

#### 2.5 Joint Proposal

Two or more companies may form a consortium and submit a joint proposal if this helps in finding a team capable of undertaking all elements of the anticipated work. Such a proposal must be submitted under the name of one member of the consortium - hereinafter "lead organization". The lead organization will be responsible for undertaking all negotiations and discussions with the UNAIDS and performing 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-2012-01

UNAIDS will respond in a consolidated document to any request for clarification of the RFP that it receives prior to 3-February-2012.

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. 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. There should be no contact with UNAIDS officials concerning the RFP process, from the date of issue of this RFP to the final selection, other than with the UNAIDS Project Manager and/or Officials designated by the Project Manager.

# 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

In case of individuals, a brief summary of qualifications and expertise is requested to be attached.

In case of companies bidding, the following information must be provided in order to ascertain capabilities to deliver the work proposed.

Information of Firm/Organization submitting Proposal		
1 Company Information		
1.1 Corporate information		
1.1.1 Company mission statement (if applicable)		
1.1.2 Quality Assurance / Quality Control mechanisms in place at the company		
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 <b>Number of consultants</b> employed on similar projects in each of the past three years		
1.3 Audited <b>financial statements</b> for the past three (3) years		
1.4 Legal information		
1.4.1 History of <b>Bankruptcy</b>		
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 <b>sub-contractor</b> arrangements including <b>company information</b> (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)		
2.1 <b>Project Name</b> (project one)		
2.1.1 <b>Project Description</b> including but not limited to project starting date and duration, project		
and contract value, and total FTE involved form the company		
2.1.2 Status (under development/implemented)		
2.1.3 <b>Reason for Relevance</b> (provide reason why this project can be seen as relevant to this RFP)		
2.1.4 Roles and responsibilities (list and clearly identify the roles and responsibilities for each		
participating Organization)		
2.1.4.1 Client Role and Responsibility		
2.1.4.2 <b>Contractor</b> Role and Responsibility. Previous contractor role in project		
2.1.4.3 <b>Third party contractors</b> Role and Responsibility. Previous specified 3 <sup>rd</sup> party role in		
project.		
2.1.5 <b>Team members</b> (indicate relevant members of the team from the project that will be used in		
the performance of services)		

#### 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, proposed timeline, resources dedicated partially or fully to the project. {Any specific format or breakdown of services required by UNAIDS beyond the categories listed below should also be specified in this section}

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

The Technical Proposal must include the following sections:

- a) Understanding of the Requirements for Services, including Assumptions Include any assumptions as well as comments on the services as indicated in the Technical Specifications, or as the bidder may otherwise believe to be necessary.
  - b) Proposed Approach, Methodology, Timing and Outputs

Any comments or suggestions on the technical specifications, as well as the bidder's detailed description of the manner in which it would respond to the technical specifications.

#### c) Proposed Project Team Members

The curriculum vitae of the senior professional members of the team including their specific responsibilities on this project, relevant experience and qualifications.

#### 2.7.4 Financial Proposal

The bidder's **separate sealed** price component must contain an overall quotation broken down for production in 2012, 2013 and 2014 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. Use the Tables provided in Appendix 3.

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.

In addition, the Financial Proposal must cover all the goods or services to be provided and must itemize the following costs:

- a) Design concepts, development, typesetting, amends and artwork costs
- b) Pre-production mastering costs and post-mastering production costs
- c) Delivery costs
- d) Travel and Per Diem costs
- e) Other costs, if any (indicating nature and breakdown).
- f) Summary of total cost for the services proposed.
- g) 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 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.

The amounts invoiced must adhere strictly to the amounts quoted in the Financial Proposal. Payment will be made in two parts (on a yearly basis) at the following two milestones.

The first payment upon satisfactory completion of the first milestone: Pre-production mastering operation up to and including the two rounds of modifications including discussion with the client, then incorporation of client comments and requests at each round, and the provision of a fully approved master Prototype.

The second and final payment will be made upon documented receipt of the second milestone: Post-mastering production ordered at the beginning of the contract.

# 2.8 Format and Signing of Proposals

The bidder shall submit the proposal in **one external envelope** marked clearly **Bid Ref RFP-2012-01 containing inside two sealed envelopes** by the closing date set forth in section 2.10 to the address specified below.

UNAIDS
Bid Opening Committee / AST
Reference: RFP-2012-01
20, Avenue Appia
CH-1211 Geneva 27
Switzerland

**NOTE 1:** 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 **three** 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-2012-01)
- 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. **Three** 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 three (3) copies shall be labeled "Master copy" and "Copy 1" and "Copy 2". 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 three (3) 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 using the template distributed with the RFP and only within the sealed financial proposal in a <u>separate</u> CD-ROM from the technical proposal. The proposed timeline project plan should be either in MS Project MPP, XLS or PDF format.

**NOTE 2 – Option for Electronic Submission:** If preferred, the proposal may instead be forwarded to two secure email accounts. The "Technical Proposal" shall be forwarded to <a href="TechnicalBids@unaids.org">TechnicalBids@unaids.org</a> and the "Financial Proposal" forwarded separately to

<u>FinancialBids@unaids.org</u>. 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.

# 2.9 Period of Validity of Proposals

The offer outlined in the proposal must be valid for a minimum period of 90 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 <u>no later than 13-February-2012 at 5pm Geneva time</u>.

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 might be rejected.

# 2.11 Modification and Withdrawal of Proposals

The bidder may withdraw its proposal any time after the proposal's submission and <u>before</u> the opening date, provided that written signed notice of the withdrawal (by a duly authorized representative of the bidder) via email or fax 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: <u>bids@unaids.org</u>

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.

#### 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.

There will not be a public opening of 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.

The technical evaluation of proposals will be accomplished by a selection panel. The selection panel will evaluate all proposals which have passed the preliminary examination of proposals according to:

- the quality of the overall proposal (10 Points);
- the appropriateness of the proposed approach (15 Points);
- the quality of the technical solution proposed (35 Points);
- the management strategy/plan detailed in the document (10 Points);
- the experience of the firm in carrying out related projects (10 Points);
- the qualifications and competence of the personnel proposed for the assignment (10 Points);
- the proposed timeframe for the project (10 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.

The maximum number of points for the price component is 40% of the total obtainable points.

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 = ([Maximum number of points for the price component] x [Lowest price]) / [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 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 any obligation to inform the affected bidder or bidders of the grounds for the UNAIDS' action.

Prior to expiration of the period of proposal validity, UNAIDS will award the contract to the qualified bidder(s) whose proposal, after being evaluated, is considered to be the most responsive to the needs of UNAIDS and activity concerned.

UNAIDS has the right to eliminate bids throughout the evaluation process. However, UNAIDS is under no obligation to state the reasons for elimination to the 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 UNAIDS's 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 step in the evaluation process, UNAIDS reserves the right to issue an amendment to the RFP detailing the change to only those bidders that have not been officially eliminated due to technical reasons at that point in time. Official elimination is signified by a direct communication to that effect from UNAIDS.

# 4.1.2 UNAIDS's 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 base price of services (e.g. day rate for resources) or other terms and conditions.

# 4.2 UNAIDS's Right to enter into Contract Price Negotiations

UNAIDS reserves the right to enter into contract price negotiations with one or more bidders that have not been eliminated during the evaluation process.

# 4.3 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.

#### 5. GENERAL AND CONTRACTUAL CONDITIONS

The general terms and conditions of the contractual agreement ("the Contract") between UNAIDS and the selected bidder ("the Contractor") will include provisions as set forth in this section, and will cover the following issues:

- responsibilities, indemnities and liabilities of the Contractor(s) and UNAIDS;
- conditions concerning the termination of the contract(s);
- clear deliverables and acceptance procedures;
- payment terms tied to the satisfactory completion of the work;
- training and post implementation support;
- allowance for changes;
- warranties and representations;
- notices.

Services under this Contract will be supplied on a fixed-price basis in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice.

#### 5.1 Responsibility

The Contractor will be responsible to ensure that the services rendered under the Contract are in accordance with the specifications and within the time prescribed.

#### 5.2 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.

#### **5.3** Warranties

The Contractor will warrant and represent to UNAIDS as follows:

- 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 furthermore not copy and/or otherwise infringe on the copyright of any document or other material (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.
- 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.

#### 5.4 Legal Status

The Contractor shall be considered as having the legal status of an independent contractor and as such there will be no employer/employee relationship between UNAIDS on the one side and the Contractor or any person used by the Contractor on the other side.

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, including, but not limited to, damage to test equipment, spare parts and other property, 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.

Nothing in or relating to the agreement with the Contractor shall be deemed a waiver of any of the privileges and immunities of UNAIDS 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.

#### 5.5 Relation Between the Parties

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

#### 5.6 Waiver of Breach

The waiver by an act, omission or knowledge of Party, its agents or its employees of any provision or breach of the contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

#### 5.7 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.

# 5.8 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.

#### 5.9 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. The Contractor also warrants that it is not and will not be involved in, or associated with, any entity involved in terrorism.

#### 5.10 Indemnification

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNAIDS, 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 subcontractors, 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. (These obligations shall not lapse upon termination of the contract).

# 5.11 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 UNAIDS will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

# 5.12 Subcontracting

Any intention to subcontract aspects of this contract must be specified in detail in the tender submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same thoroughness as the prime contractor. No subcontracting will be permitted under this 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 rests with the prime contractor.

#### 5.13 Place of Performance

In the premises of the contractor.

# 5.14 Language

The internal communications of the work performed for this project, management and contractual communications for this project will be executed in English.

# 5.15 Confidentiality

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.

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. (These obligations shall not lapse upon termination of the contract).

#### 5.16 Confidential Nature of Documents and Information

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 UNAIDS, shall be treated as confidential and shall be delivered only to UNAIDS authorized officials prior to completion of work under this Contract.

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. These obligations do not lapse upon termination of this Contract.

# 5.17 Title Rights

This is a work made for hire. UNAIDS shall be the owner of all intellectual property rights, including but not limited to patents, copyrights and trademarks, with regard to all deliverables and other material which bears a direct relation to, or is made in consequence of, the services provided to UNAIDS by the Contractor.

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.

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 Cancellation

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

- 1) At will with the provision of thirty (30) days prior notice in writing:
- 2) 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
- 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.
- 4) In addition, UNAIDS shall be entitled to terminate the Contract (or part thereof), in writing, 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 strike, lock-out, foreign or civil war, or any other event outside his 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.

- d) 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.
- e) 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.
- f) 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, UNAIDS shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in section 5.18 Cancellation, except that the period of notice shall be seven (7) days instead of thirty (30) days.

#### 5.20 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.

#### 5.21 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.

#### 5.22 Payment

Payment will be made against presentation of an invoice in a UN convertible currency (preferably US Dollars) for each deliverable and subject to UNAIDS's acceptance of each such deliverable. 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.

#### 5.23 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.

#### 5.24 Insurance and Liabilities to Third Parties

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.

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.

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. Except for the workmen's compensation insurance, the insurance policies under this Article 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 thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

#### 5.25 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.

#### 5.26 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.

#### 5.27 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 UNAIDS unless provided by an amendment to this Contract signed by the authorized official of UNAIDS.

#### 5.28 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.

#### 5.29 Personnel

#### **5.29.1 Approval of Contractor Personnel**

UNAIDS reserves the right to approve any employee, subcontractor or agent furnished by the Contractor. All of the Contractor's employees, subcontractors or agents performing work under this Agreement must have appropriate levels of experience and be adequately trained to perform the services. UNAIDS reserves the right to undertake an interview process as part of the approval of Contractor personnel.

The Contractor acknowledges that the skill and experience of the Contractor's 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 thereafter be taken off the project by the Contractor, or reassigned by the Contractor to other duties involving comparable employment by the Contractor while the project is in progress and for so long as there has been no suspension. Circumstances may arise, however, which necessitate that personnel be substituted during the progress of work due to delays or due to promotions, termination, sickness, vacation or other similar material change in the employment circumstance of the employee, at which time a replacement of comparable background and experience may be substituted, subject to approval of UNAIDS.

UNAIDS may refuse access to or require replacement of any employee, subcontractor or agent of the Contractor 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 security or responsibility requirements. The Contractor shall replace such an individual within fifteen (15) business days of receipt of written notice. The replacement will be comparable in skills required and will be billed at a rate that is equal to or less than the rate of the individual being replaced.

# **5.29.2 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 including the Services. 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 including the Services and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

# **5.29.3 Foreign Nationals**

The Contractor shall verify that all its employees, agents and subcontractors are legally entitled to work in the country specified in section 5.13 and other countries required by the nature of the assignment. UNAIDS reserves the right to request legally mandated Contractor-held documentation attesting to the same for each employee, agent or subcontractor of the Contractor assigned to work on the project. Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

#### **5.29.4 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 all UNAIDS 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 it sole discretion, shall determine the course of action to remedy such violation, in addition to any other remedy available to UNAIDS in law or equity or under this Agreement.

#### 5.29.5 Ethical Behaviour

UNAIDS, the Contractor and each of the Contractor's subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of this Agreement.

#### 5.29.6 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 subcontractors and their employees and agents cooperate, in good faith, with such Third Parties and with any UNAIDS in-house resources.

# **Appendix 1 to the Terms of Reference**

#### **Topics**

- 1. Advocacy
- 2. Aid effectiveness
- 3. Behaviour change communication
- 4. Blood safety
- 5. Campaigns
- 6. Care
- 7. Carer Support
- 8. Children
- 9. Civil society
- 10. Community mobilization
- 11. Condoms
- 12. Criminalization HIV transmission
- 13. Cultural practices
- 14. Demographic impact
- 15. Disability
- 16. Donors
- 17. Economic costs
- 18. Economic crisis
- 19. Education
- 20. Epidemiology
- 21. Faith-based organizations, FBO
- 22. Female condoms
- 23. Financial support
- 24. Food security and nutrition
- 25. Gender equality
- 26. GIPA, greater involvement of people living with HIV
- 27. Global issues
- 28. Harm reduction
- 29. Health sector
- 30. Health systems strengthening
- 31. Heath and development
- 32. HIV post-exposure prophylaxis
- 33. HIV Prevention
- 34. HIV testing and counselling
- 35. HIV Treatment
- 36. HIV trials
- 37. Home and community-based care, care
- 38. Human rights
- 39. Indigenous peoples
- 40. Injecting drug use, IDU
- 41. Innovative financing, resources and funding
- 42. Intellectual property
- 43. International leadership
- 44. Male circumcision, Sexual transmission of HIV
- 45. MDG, Millennium Development Goals
- 46. Media partnerships, Advocacy
- 47. Men and boys
- 48. Men who have sex with men
- 49. Microbicides
- 50. Migrants, mobile workers
- 51. Monitoring and evaluation, M&E
- 52. National leadership

- 53. National responses
- 54. Opportunistic infections
- 55. Orphans, vulnerable children, OVC
- 56. Palliative care
- 57. PCB, Programme Coordinating Board
- 58. Paediatric HIV
- 59. People in education sector
- 60. People living with HIV, PLHIV
- 61. Preventing mother-to-child transmission, PMTCT
- 62. Prison settings, prisons
- 63. Private sector
- 64. Property inheritance rights, Punitive laws
- 65. Psycho-social support
- 66. Punitive laws
- 67. Refugees, Internally displaced persons, IDP
- 68. Resources and funding
- 69. Science and research
- 70. Security, emergencies, humanitarian response
- 71. Sex workers and clients
- 72. Sexual and reproductive health, SRH
- 73. Sexual minorities
- 74. Sexual transmission of HIV
- 75. Sexual violence, rape
- 76. Social change communication
- 77. Social norms
- 78. Social protection
- 79. Sport
- 80. Stigma and discrimination
- 81. Technical support
- 82. Traditional, alternative medicine
- 83. Transgendered people
- 84. Travel restrictions
- 85. Tuberculosis, TB
- 86. UN plus
- 87. UNAIDS governance
- 88. UNAIDS in action
- 89. UNGASS
- 90. Uniformed services
- 91. Universal access
- 92. Vaccines, science and research
- 93. Violence against women
- 94. Women and girls
- 95. Workplace
- 96. Young people

# Appendix 2: Quantities of UNAIDS Electronic Library 2011 to be sent to UNAIDS offices.

Full addresses will be provided to the selected vendor, but for costing purposes you should allow for delivery to one address in the capital city of each country.

UNAIDS Office New York	50
UNAIDS Office Washington D.C.	25
UNAIDS Office Brussels – EU	25

# Regional Support Teams

RST Moscow	50
RST Dakar	50
RST Port-of-Spain	50
RST Panama	50
RST Bangkok	50
RST Johannesburg	50
RST Cairo	50

#### Asia and Pacific Offices

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