

Health Resource Tracking Tool Development Consultant

Request for Proposal (RFP)
Reference Number: RFP-2013-01

TABLE OF CONTENTS

TABLE OF CONTENTS	2
INTRODUCTION	4
1.1 Objective of the RFP	4
1.2 Characteristics of the bidder	4
1.2.1 Status.....	4
1.2.2 Accreditations.....	4
1.2.3 Previous experience.....	4
1.2.4 Logistic capacity.....	4
1.2.5 Staffing.....	4
1.3 Work to be performed	5
1.3.1 Key requirements.....	5
1.3.2 Reporting requirements.....	8
1.3.3 Finance and accounting requirements.....	8
1.3.4 Performance monitoring.....	8
1.3.5 Further Capacities.....	8
2. INSTRUCTIONS TO BIDDERS	7
2.1 Language of the Proposal and other Documents	9
2.2 Intention to Bid	9
2.3 Cost of Proposal	9
2.4 Contents of the Proposal	9
2.5 Joint Proposal	9
2.6 Communications during the RFP Period	10
2.7 Proposal structure	10
2.7.1 Proposal Submission Form.....	10
2.7.2 Information of Firm/Organization submitting Proposal.....	10
2.7.3 Technical Proposal.....	11
2.7.4 Financial Proposal.....	12
2.8 Format and Signing of Proposals	13
2.9 Period of Validity of Proposals	13
2.10 Closing Date for Submission of Proposals	13
2.11 Modification and Withdrawal of Proposals	13
2.12 Receipt of Proposals from Non-invitees	14
2.13 Amendments of the RFP	14
3. OPENING AND EVALUATION OF PROPOSALS	15
3.1 Opening of Proposals	15
3.2 Clarification of Proposals	15
3.3 Preliminary Examination of Proposals	15
3.4 Technical Evaluation of Proposals	15
3.5 Financial Proposal Evaluation	16
3.6 Bidders' Presentations	16
4. AWARD OF CONTRACT	17
4.1 Award Criteria, Award of Contract	17
4.1.1 Right to modify Scope or Requirements during the Proposal Process.....	17
4.1.2 Right to Extend/Revise Scope or Requirements at Time of Award.....	17
4.1.3 Right to enter into Contract Price Negotiations.....	17
4.2 Signing of the Contract	17
5. GENERAL AND CONTRACTUAL CONDITIONS	18

5.1	Conditions of Contract	18
5.2	Responsibility	18
5.3	Source of Instructions	18
5.4	Warranties	19
5.5	Legal Status	19
5.6	Relation Between the Parties	20
5.7	Waiver of Breach	20
5.8	Liability.....	20
5.9	Assignment.....	20
5.10	Officials not to Benefit.....	20
5.11	Indemnification	20
5.12	Contractor's Responsibility for Employees.....	21
5.13	Subcontracting	21
5.14	Place of Performance	21
5.15	Language	21
5.16	Confidentiality.....	21
5.17	Title Rights.....	22
5.18	Termination and Cancellation	22
5.19	Force Majeure	22
5.20	Surviving Provisions	23
5.21	Use of UNAIDS and WHO name and emblem	23
5.22	Successors and Assignees.....	23
5.23	Payment	23
5.24	Title to Equipment	23
5.25	Insurance and Liabilities to Third Parties.....	23
5.26	Settlement of Disputes	24
5.27	Observance of the Law.....	24
5.28	Authority to Modify	24
5.29	Privileges and Immunities	24
5.30	No Terrorism or Corruption	24
5.31	Personnel.....	25
5.31.1	Approval of Contractor Personnel	25
5.31.2	Project Managers.....	25
5.31.3	Foreign Nationals.....	26
5.31.4	Compliance with UNAIDS Policies	26
5.31.5	Ethical Behaviour.....	26
5.31.6	Engagement of Third Parties and use of In-house Resources	26

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 improve the functionality of the Rwanda's Health Resource Tracking Tool in particular with regards to the Classification Tree and the data collected on outputs/targets/beneficiaries.

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, company, individual or NGO operating in the field of health financing, with proven expertise in for resource tracking systems and methodologies in the health sector.

1.2.2 Accreditations

- No specific Requirements

1.2.3 Previous experience

- Previous work with UNAIDS or other international institution operating in the field of health financing;
- Previous experience in data collection design and implementation for health financing data.
- Familiarity with a national context and experience working with a national government

1.2.4 Logistic capacity

Ability to establish contact with local partners for the duration of the assignment (in person or remotely) with a view to conduct the required consultations with stakeholders.

1.2.5 Staffing

The staff assigned to the consultancy must be fluent in English with good writing skills

1.3 Work to be performed

1.3.1 Key requirement

I. Background

Rwanda has conducted multiple National Health Accounts (NHA) and National AIDS Spending Assessments (NASA) since 1998 and routinely collected data on planned expenditure to improve planning with development partners. During this time however, the Ministry of Health noticed that there was a great deal of duplication in the collection of this data, especially with respect to meeting international reporting requirements. One particular concern was the lack of harmonization of content, format of data requested, and that collection schedules placed a heavy burden on data reporters and stakeholders.

In this context the Government of Rwanda began to develop a health resource tracking tool. The overarching goals of the tool are:(i) to facilitate and streamline the collection and organization of data to be used for joint planning, and performance management activities within the health sector; (ii) to provide quality data for essential reporting requirements; and most importantly (iii) to ensure the effective allocation of resources by equipping the MoH universal healthcare coverage planning and advocacy processes with strategic information.

The potential benefits of this tool can clearly be seen for all stakeholders in the health sector. The use of a harmonized data collection tool will reduce the burden on reporting organizations, both government and development partners alike. The tool will also help partners to fulfill their own reporting requirements when they need global expenditure figures for their area of interest (i.e. Global Fund Reporting on National Strategic Application spending). For this reason a number of partners in the health financing arena are committed to the success of this tool and maximizing the benefits from it.

II. Objectives of the consultancy

The objective of this consultancy is to improve the functionality of the tool with regards to three main areas;

1. The development of a Flexible Classification Structure or purpose code tree
2. The development of a Mapping Engine for the classification tree
3. Linking Targets, Outputs and Beneficiaries to Activities

The activities are expected to be conducted between February and April 2013, with a final report before the end of May 2013. There might be an extended period of consultations between the contractor and the software development team, due to the selection process of the Software development team and the conclusion of the programming required. The contractor is expected to maintain the communication to conduct the verification of the programming and testing the concepts have been implemented properly.

III. Activities

a) Preparatory Work

This includes:

1. Review of current expenditure reporting systems in Rwanda, including but not limited to (the MTEF, NSP for HIV, NHA, NASA and other disease national plans)
2. Review of current M&E frameworks in Rwanda for the Government of Rwanda institutions and where appropriate, large donors.

3. Conduct interviews and collect information from at least the following key stakeholders:

- The Ministry of Health, including the Health Financing Unit and the Health Resource Tracker Team
- The Ministry of Finance
- Rwanda Biomedical Center/IHDPC
- International NGOs
- Bilateral agencies (GIZ, BTC, USG)
- Multilateral agencies (Global Fund, UN, USAID)

4. The above identified stakeholders shall be informed in advance about the upcoming review of national strategic plans and reporting systems.

5. The main actors should be invited to attend a stakeholders meeting for the validation of the proposed reporting structure.

6. Prepare a detailed agenda of the consultant's mission with the necessary meetings.

7. Ensure that at least one member of the UNAIDS country office and two focal points from the national authority (RBC/IHDPC and MOH) are engaged in the process.

b) Developing new, flexible classification tree

Providing input on the design of the flexible classification tree to improve user experience, which will be developed by the software development team. Develop the new classification structure to be displayed in the tree for data reporters.

Purposes Input

The objective of the purpose categorization component is to define the intention of the expenditure. In other words, each entry into the Tool must not only define the source of the funds and the implementer of a program; each entry must clarify the detailed *purposes* of the program expenditure or budget– note that there are often multiple purposes within each project. An example: within a PMTCT Program Strengthening project one can find (a) nutritional support for HIV-positive expectant mothers and (b) training nurses in PMTCT procedures.

In an attempt to provide users with a method of purposes identification that is intuitive and comprehensive the Tool currently uses a tree system. The user expands the sections of the tree relevant to the project to specify the purposes of the program expenditure. The tree is then able to map all expenditure to classification systems such as MTEF, NHA, and NASA. Of the input and mapping elements, only the former is visible to the tool user. The mapping takes place in the background, visible only to the administrators of the resource tracking process.

Inputs

Similar to the challenges of the purposes categorization component, users find the current structure confusing. The source of the issue may stem from the varied standards of cost categorization systems required by funding source entities such as the Global Fund and USAID. A dynamic front-end that allows the user to select the most relevant cost categorization structure which is then normalized on the server may be a solution to this barrier of data quality.

Other Costs

Other Costs are those costs that are not directly associated with a specific project. Examples include office costs or salaries management and administrative personnel. Some users find this category

ambiguous. Others view it as the repository for all costs that cannot be neatly reported within a single program.

Targets & Outputs

The tool currently collects information on Targets: a forward looking attempt to quantify what will be achieved from the activity, and Outputs: a retrospective look at what was achieved by an activity during the previous fiscal year. Both pieces of information can play an essential role in planning and performance management. Currently however this information is rarely utilized because it is of poor quality. The reasons are as follows:

- a. The information is not mandatory – it is possible to submit a data response without completing either targets or outputs for activities;
- b. They are not uniformed – a text box is presented for which users can put in targets and outputs in whichever format they decide.

The result is inconsistency in both the coverage of reporting and a lack of standardization of indicators, making utilization of these indicators impossible.

To improve the utility of these indicators, the consultancy will also address Targets& Outputs issues.

- a. The ideal results formats. It is likely that disease areas will have a standard format for information they wish to receive.
- b. Users' capability to report on these indicators.
- c. Users' capability to utilize the results for donor reporting purposes.

The main focus of this exercise should be to ensure the resulting system minimizes the reporting burden of data input wherever possible, whilst providing information which will be utilized by end-users.

It may well be preferable to have targets/inputs definitely differently for different organization clusters (such as indicated for the purpose classifications tree) or which are disease specific; for example, a malaria partner will be guided only to the malaria-specific targets/outputs, so as not to confuse partners by showing a comprehensive list of all possible health indicators achievable.

If it is deemed that this information cannot be collected in a coherent form in the Tool then it should be removed from the interface and accepted that this is a tool for financial reporting only, and not for the provision of detailed workplans.

Linking data across collections

Currently there is no actual facility to link data across different collection cycles, meaning it is not currently easy to compare the budgets for projects and activities to the expenditure that then stated in the next round of data collection. This is due to the project/activity identification system used in the back-end of the system and should be modified by the software developers to allow this function to be more easily realized.

In concept, the process described above is ideal for streamlining data collection. However, the current structure of the tree and mapper fall short of their objectives. Users find the current structure of the tree confusing and it does not require input of full detail¹, resulting in insufficient level of detail for MTEF, NHA, and other reporting purposes. Additionally the mapping system was not fully developed during the initial phase of the Tool software development. Consequently, fully mapping HRT data to any report classification system remains a manual, resource-intensive process. Until attention is given to the tree structure and the development of the classification mapper, the HRT data will require significant input and modification from administrators before it is usable for its intended purposes.

c) Developing mapping engine

¹ Specifically, expenditures are often classified only to one of the higher (less detailed) levels of the tree, making inference about what the purpose would be for the lower (more detailed) levels of the tree, such as NASA and NHA, difficult

The consultant should develop the content of the codes to be mapped, taking into account existing reporting systems and reflecting current health priorities in for the Government of Rwanda. She/he will guide the software developers to develop a mapping engine which will allow the front end codes to be mapped onto back end codes for the output files.

d) Interaction with Software Development Company

The consultant will be required to maintain continuous contact with the Software Development Company, to be selected in a separate exercise, to ensure correct programming of the proposed changes to the structures of the Health Resource Tracking Tool.

The consultant must also conduct verification of the programming and testing that the concepts have been implemented properly.

1.3.2 Reporting requirements

Expected outputs and deliverables

- A documented review of the current M&E frameworks existing and recommendation for the re-design of the Outputs, Targets and Beneficiaries system
- A revised classification tree for implementation in the Health Resource Tracking Tool which matches the requirements of section 1.3.1
- A mapping engine developed to map the front end classifications (outlined in the output above) onto the back end classifications as appropriate
- A report outlining progress is expected midway and at the end of the consultancy
- Review and testing of the HRT system once developed by the software firm to ensure that all aspects have been integrated into the system.

1.3.3 Finance and accounting requirements

At the end of the contract the consultant is expected to provide detailed financial report and supporting documents for any expense to be charged at cost such as travel expenses and other expenses.

Consultant will follow UNAIDS Travel policy for non-staff, i.e. all travel to be conducted in Economy Class regardless of duration of flight and no entitlement for terminal expenses.

1.3.4 Performance monitoring

The performance will be monitored continuously by the Technical Working group on the Health Resource tracker through biweekly updates against the reporting requirements listed under 1.3.2. The consultant's performance will also be verified by timeline of events proposed and the actual activities conducted.

1.3.5 Further Capacities

The consultant will be required to provide hardware and software to maintain electronic communications with all stakeholders, including but not limited to email, webcam, headset, remote conferencing facilities

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 **the 8th of February 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-2013-01

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-2013-01

UNAIDS will respond in writing by a consolidated document to any request for clarification of the RFP that it receives prior to 29 January 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

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

Information of Firm/Organization submitting Proposal	
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
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)
2.1	Project Name (project one)
2.1.1	Project Description including but not limited to project starting date and duration, project and contract value, and total FTE involved from the company
2.1.2	Status (under development/implemented)
2.1.3	Reason for Relevance (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	Contractor Role and Responsibility. Previous contractor role in project
2.1.4.3	Third party contractors Role and Responsibility. Previous specified 3 rd party role in project.
2.1.5	Team members (indicate relevant members of the team from the project that will be used in the performance of services)

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, 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 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.

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) Printing costs
- c) Delivery costs
- d) Travel and Per Diem costs
- e) Other costs, if any (indicating nature and breakdown).

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

ELECTRONIC SUBMISSION ONLY:

The technical proposal shall be forwarded to TechnicalBids@unaids.org and must contain

- a) Technical proposal and supporting documents as specified in section 2.7.3
- b) Signed Proposal Submission Form

The financial proposals shall be forwarded to FinancialBids@unaids.org and must contain

- a) The financial proposal and its cover letter

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 February 08, 2013 at 5pm Kigali 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.

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 (**30 Points**);
- the appropriateness of the proposed approach (**10 Points**);
- the quality of the technical solution proposed (**10 Points**);
- the management strategy/plan detailed in the document (**5 Points**);
- the experience of the firm in carrying out related projects (**20 Points**);
- the qualifications and competence of the personnel proposed for the assignment (**20 Points**);
- the proposed timeframe for the project (**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 70% 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 = $([\text{Maximum number of points for the price component}] \times [\text{Lowest price}] / [\text{Price of proposal being evaluated}]$

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 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.

5.13 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 in the premises of the contractor with travel to Kigali, Rwanda.

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.