

# Development and Delivery of Core Competency-based Training

---

*Request for Proposal (RFP)*  
*Reference Number: RFP-2010-29*

## TABLE OF CONTENTS

<b>TABLE OF CONTENTS</b>	<b>2</b>
<b>1. INTRODUCTION</b>	<b>4</b>
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	4
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
<b>2. INSTRUCTIONS TO BIDDERS</b>	<b>9</b>
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	9
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 Content of the Technical Proposal	11
2.7.4 Content of the Financial Proposal	12
2.8 Format and Signing of Proposals	13
2.9 Period of Validity of Proposals	14
2.10 Closing Date for Submission of Proposals	15
2.11 Modification and Withdrawal of Proposals	15
2.12 Receipt of Proposals from Non-invitees	15
2.13 Amendments of the RFP	15
<b>3. OPENING AND EVALUATION OF PROPOSALS</b>	<b>16</b>
3.1 Opening of Proposals	16
3.2 Clarification of Proposals	16
3.3 Preliminary Examination of Proposals	16
3.4 Technical Evaluation of Proposals	16
3.5 Financial Proposal Evaluation	17
<b>4. AWARD OF CONTRACT</b>	<b>17</b>
4.1 Award Criteria, Award of Contract	17
4.1.1 UNAIDS' Right to modify Scope or Requirements during the Proposal Process	18
4.1.2 UNAIDS' Right to Extend/Revise Scope or Requirements at Time of Award	18
4.2 UNAIDS' Right to enter into Contract Price Negotiations	18
4.3 Signing of the Contract	18

<b>5.</b>	<b>GENERAL AND CONTRACTUAL CONDITIONS.....</b>	<b>19</b>
5.1	Responsibility.....	19
5.2	Source of Instructions.....	19
5.3	Warranties.....	19
5.4	Legal Status.....	20
5.5	Relation Between the Parties.....	20
5.6	Waiver of Breach.....	20
5.7	Liability.....	21
5.8	Assignment.....	21
5.9	Officials not to Benefit.....	21
5.10	Indemnification.....	21
5.11	Contractor's Responsibility for Employees .....	21
5.12	Subcontracting.....	21
5.13	Place of Performance .....	22
5.14	Language .....	22
5.15	Confidentiality .....	22
5.16	Confidential Nature of Documents and Information .....	22
5.17	Title Rights.....	23
5.18	Cancellation.....	23
5.19	Force Majeure.....	23
5.20	Use of UNAIDS and WHO name and emblem .....	24
5.21	Successors and Assignees .....	24
5.22	Payment .....	24
5.23	Title to Equipment.....	25
5.24	Insurance and Liabilities to Third Parties.....	25
5.25	Settlement of Disputes .....	25
5.26	Observance of the Law.....	25
5.27	Authority to Modify .....	26
5.28	Privileges and Immunities.....	26
5.29	Personnel.....	26
5.29.1	Approval of Contractor Personnel .....	26
5.29.2	Project Managers.....	26
5.29.3	Foreign Nationals.....	27
5.29.4	Compliance with UNAIDS Policies .....	27
5.29.5	Ethical Behaviour.....	27
5.29.6	Engagement of Third Parties and use of In-house Resources .....	27

## 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 suitable contractor to develop and deliver core-competency based training through workshops and distance learning modules, focusing on two specific competencies, *Delivering results* and *Driving change and innovation*.

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 [www.unaids.org](http://www.unaids.org).

---

### 1.2 Characteristics of the bidder

#### 1.2.1 Status

- The provider shall be a public institution, company, or NGO operating in the field of training and or adult education.

#### 1.2.2 Accreditations

- Not specified

#### 1.2.3 Previous experience

- Expertise and experience in designing and facilitating a range of training interventions in International organizations
- Expertise and experience designing and implementing distance learning modules
- Experience working with diverse groups in an international context

#### 1.2.4 Logistic capacity

- Not specified

#### 1.2.5 Staffing

- Staff developing and delivering the training programmes must have proven experience in the development and delivery of workshops for a minimum of 6 years.
- Staff developing and delivering the training programmes must have experience working with international organizations/companies.
- The development of the distance learning modules has to be coordinated by staff with experience in multi-cultural contexts.
- Staff dedicated to the project, with the ability to work in English. Ability to work in French and Spanish would be considered an asset.

---

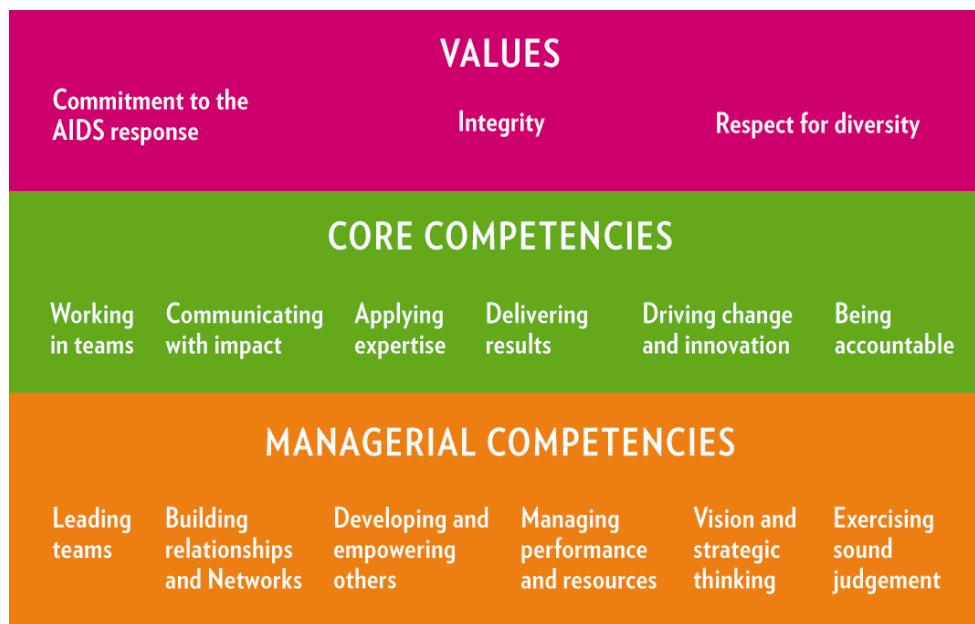
### 1.3 Work to be performed

#### **Background**

The People Development and Performance team (PDP) in the Human Resources Management Division (HRM), in consultation with staff, senior management and the Staff Association, has developed a new framework of values, core competencies and managerial competencies for the UNAIDS Secretariat (please refer to Annex 1 for the Framework). This framework will be the

---

foundation upon which HRM will build a comprehensive system of recruitment, development, and performance management. A key element of the implementation of the Framework is the provision of training opportunities for staff based on the core competencies of the Framework.



Training is already underway for two elements of the Framework:

- **Values:** All staff are expected to demonstrate the UNAIDS values of *Commitment to the AIDS response*, *Integrity*, and *Respect for diversity*. These three values are already addressed by specific training sessions within the Secretariat.
- **Managerial Competencies:** Staff with supervisory or managerial responsibilities are required to demonstrate the managerial competencies outlined in the Framework. Some of the competencies were covered in Management Development Programme (MDP) that ran from 2008 to 2010, and the second phase will be developed based primarily on the six new managerial competencies which will form the foundation of the programme.

The project described in this RFP responds to the third element, core competencies.

### 1.3.1 Key requirements

The scope of services involves the development and delivery of face-to-face learning and distance learning modules for the two core competencies listed below, which have been flagged by staff and management as priority. The learning modules will be based on the behavioral indicators for each competency.

#### Target competencies

##### **Delivering Results**

Development for this competency will have an overall focus on project management skills, complementing the following indicators (please refer to the Framework in Annex 1 for a full description of the competency and behavioral indicators):

- *Set challenging performance goals, plan work carefully and define work in terms of results*
- *Effectively manage time and maintain composure under pressure*
- *Accept challenging tasks and push to get projects implemented despite obstacles*

### ***Driving Change and Innovation***

Development for this competency will have an overall focus on change management, complementing the following indicators (please refer to the Framework in Annex 1 for a full description of the competency and behavioral indicators):

- *Find innovative solutions and convince others to support creative ideas*
- *Adapt to a changing environment and cope with change*
- *Be responsive to the evolving needs of internal and external stakeholders and clients*

While these two competencies have been prioritized for 2011, training for other core competencies is envisaged for subsequent years, resulting in a comprehensive set of competency-based training resources. Bidders should note that the choice of these two competencies for development is subject to change upon launch of the project. Bidders should mention if this change may have any implication on their offer and state this.

### **Deliverables required for each competency**

Given that the Secretariat comprises approximately 900 staff members across more than 80 offices, both face-to-face workshops and distance learning modules will be made available. The workshop and the distance learning module for each competency will be launched simultaneously within the same year.

### **Face to face workshops**

For each of the two core competencies, learning objectives and content for the workshops will be based on the behavioral indicators of the competency, will draw upon the most current and appropriate subject matter, and will be customized to reflect UNAIDS context. For each of the two competencies, the supplier will develop all materials required for a face-to-face workshop. Where work plans and budgets permit, a maximum of 5 workshops will be delivered for each of the two competencies, within one year. The workshops are envisaged to be 2 days in duration, which might extend for up to 4 days during the planning stage, with groups of 20-30 participants. They will be interactive, include pre- and post-work, and will be delivered by 1-2 facilitators from the consulting team supported by a PDP facilitator.

#### **1 Deliverables for workshops:**

- Consultation with the PDP team on the objectives and scope of the subject matter. This may also include consultation with key staff members to identify scope and challenges of the chosen competencies
- Development and submission of the design of workshop structure and content overview, participant materials, facilitator guide and evaluation methodology
- Alignment of workshop content and distance learning module content
- Implementation of a pilot workshop for each competency with a select group of staff members at HQ, and revision of workshop based on feedback
- Facilitation of workshops for both competencies as requested by offices, potentially including:

- Up to a maximum of 2 workshops at Headquarters in Geneva for each competency (in addition to the pilot workshops)
- Up to a maximum of 3 regional workshops for each competency (locations to be confirmed pending decisions on the availability of funding and regional training priorities)
- A 1 day briefing module for PDP team members on each competency to build internal capacity to deliver future cohorts
- Reporting on the outcomes of each workshop

Organization of the workshops will be handled by HRM division with the assistance of Regional/Departmental Learning Coordinators. To reduce travel and bring diverse groups of staff together, combined regional workshops will be considered, with regional groupings such as: Asia/Central Asia, West Central Africa and MENA, Eastern Southern Africa, Headquarters/Eastern Europe; Latin America/Caribbean.

### **Distance learning module**

For each of the two competencies, a distance learning module will also be developed that will be accessible by all staff. Learning objectives and content will be based on the behavioral indicators of the competency, will draw upon the most current and appropriate subject matter, and will be customized to reflect UNAIDS context. The distance learning modules will be made available to staff members through the UNAIDS Intranet or made available on CD ROM.

#### **2 Deliverables for distance learning modules**

- Consultation with HRM on the scope of the subject matter
- Consultations with the Technology Services Division (TSD) on technical requirements
- Submission of content outlines and timelines for HRM sign-off
- Alignment of distance learning module content with workshop content
- Development of distance learning modules within the following parameters:
  - Up to a maximum of approximately 2 hours duration for each competency (to be agreed with HRM)
  - 3 languages - English, French and Spanish
  - Guided narration with a high level of interactivity
  - Assessment of knowledge and skill acquisition for each content chapter, with passing score required to continue to subsequent chapter
  - Final quiz and printable certificate
- Pilot of the distance learning course on a select group of staff members , and revision of modules based on feedback
- Delivery of final module for launch through UNAIDS Intranet and CD ROM
- Provision of full rights and technical guidelines/know-how to UNAIDS for support and maintenance

**Please refer to technical requirements for distance learning modules in Annex 6**

### **Target group**

The overall target group for the core competency training is all Secretariat staff. While the distance learning tools can reach all staff members, priority for participation in face-to-face

workshops will be given to staff members in a systematic way and according to specific competencies required.

### **1.3.2 Reporting requirements**

- An inception report after the conclusion of the development phase of the workshop
- A report after deliverable of each face to face workshop
- An interim report with specifications on the distance learning modules
- A report after completion of the distance learning modules complete with technical specifications and installation/maintenance specifications
- Final report at the conclusion of the contract with the consolidated analysis of the training programme for each competency.

### **1.3.3 Finance and accounting requirements**

- Maximum 3 weeks after the conclusion of the development phase of the workshops and the distance learning modules, for each competency, a financial report should be provided with full details of expenditures and supporting documents.
- Maximum 3 weeks after the conclusion of each workshop a financial report should be provided with full details of the expenditures and supporting documents to be reimbursed.
- Final Financial report no more than three months after concluding the last training programme and delivery-installation of the distance learning module for each competency.

### **1.3.4 Performance monitoring**

Timely and quality delivery of the work plan as per deliverables section will be considered for performance. Key Performance Indicators will also be developed before signing the contract.

A pilot workshop will be conducted by the providers at HQ on the basis of which the design of the workshops will be reviewed. After development of the distance-learning modules, they will be tested on a sample of staff across the Secretariat and content reviewed accordingly.

For every workshop an evaluation form will be developed by the provider in consultation with HRM. The evaluation will include feedback from participants at the end of the training and a consolidated evaluation report will be submitted to HRM.

After 2 months of installation of the distance learning modules, brief surveys will be designed and conducted by the provider to obtain feedback from staff members.

After 3 of the five maximum number of workshops, under each competency are completed, HRM will organize teleconferences with Regional/Departmental learning coordinators and field participants to review the progress made. Outcomes of these discussions will also contribute to performance monitoring.

A final impact evaluation is required to be conducted by the providers after completing the agreed number of workshops and the installation of the distance learning modules. The report will be submitted to HRM.

### **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 **17 November**, 2010, the bidder shall complete and return by email to UNAIDS:

1. The enclosed RFP\_Acknowledgement.doc form (Annex 2) 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](mailto:bids@UNAIDS.org)  
**Email Subject: Intention to bid RFP-2010-29**

---

### 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.

The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this RFP.

---

### 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](mailto:bids@UNAIDS.org)

Email Subject: **Inquiry RFP-2010-29**

UNAIDS will respond in writing (via email only) to any request for clarification of the RFP that it receives prior to 10 December, 2010.

A consolidated document of UNAIDS' 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, within a week of the deadline. 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 4, 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, including, but not limited to: summary description of bidder's background, expertise, experience, and similar projects undertaken in the past for face to face and distance learning modules

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	
<b>1</b>	<b>Company Information</b>
<b>1.1</b>	<b>Corporate information</b>
1.1.1	Company <b>mission statement</b> (if applicable)
1.1.2	<b>Quality Assurance / Quality Control mechanisms in place at the company</b>
1.1.3	<b>Organization</b> structure
1.1.4	<b>Geographical</b> presence
<b>1.2</b>	<b>Staffing information</b>
1.2.1	<b>Number and Geographical</b> distribution of staff
1.2.2	<b>Number of consultants</b> employed on similar projects in each of the past three years
<b>1.3</b>	Audited <b>financial statements</b> for the past three (3) years

Information of Firm/Organization submitting Proposal	
1.4	<b>Legal information</b>
1.4.1	History of <b>Bankruptcy</b>
1.4.2	Pending major <b>lawsuits</b> and <b>litigations</b> in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement)
1.4.3	Pending <b>Criminal/Civil lawsuits</b>
1.5	<b>Contractual relationships</b>
1.5.1	<b>Contractual programmes</b> (with other UN agencies or International Organizations)
1.5.2	<b>Company Certifications</b> and certification status
1.6	Proposed <b>sub-contractor</b> arrangements including <b>company information</b> (as above for each sub-contractor)
2	<b>Experiences and Reference Contact Information</b> (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 from the company
2.1.2	<b>Status</b> (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	<b>Roles and responsibilities</b> (list and clearly identify the roles and responsibilities for each participating Organization)
2.1.4.1	<b>Client</b> 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 Content of the 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 and comments on the services as indicated in the Technical Specifications, or as the bidder may otherwise believe to be necessary.
- A brief statement indicating the critical success factors for fulfilling project objectives

#### b) Proposed approach to the design and delivery of learning modules

This section should include:

- An outline of a project plan for the entire two-year project, identifying key activities and milestones for the development and delivery of the distance

learning modules and workshops. The final project plan would need to be agreed during contract negotiations prior to signature of the contract.

- Description of the methodology that will be used for the development and delivery of the workshops, along with a brief sample of content or exercises that would be used for one of the priority core competencies
- A brief description of the materials that will be part of the workshop materials, including participant materials and facilitator guide.
- Description of the methodology that will be used for the development and delivery of the distance learning modules, along with a sample of content and a prototype for one of the chosen core competencies (*Delivering results* or *Driving change and innovation*)
- Provision of a sample of past work on a similar distance learning project, preferably on a live website and at a minimum, screen shots of the work.
- Description of methodology for evaluating the effectiveness of the learning modules both for the workshops and the distance learning modules.

#### c) Proposed Project Team Members

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

**Note: Please refer to Annex 6 for the in-house technical requirements for the on-line and CD version**

### 2.7.4 Content of the 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 specify most costs under development or design costs. Costs might include:

- a) Design costs including reviews, amends, artwork costs, consultation costs (either by phone or face to face meetings with UNAIDS focal points) per day, etc.
- b) Delivery costs including, consultancy costs per day, printing costs of user manual, training of trainer manuals etc.
- d) Other costs, if any (indicating nature and breakdown).
- e) Summary of total cost for the services proposed.
- f) A proposed schedule of payments, all of which must be expressed and will be made in the currency of the proposal.

Travel and Per Diem costs are not to be part of the budgeted costs as these will be provided using the United Nations approved rates, however the offer could explain the necessary number of days for each workshop that is required during the project.

**Note:** Please refer to **Annex 5** for the specifics of the Financial proposal and the breakdown of costs for face to face workshops and distance learning modules. The annex is a reference

document and while the cost requirements stated in this template are mandatory fields the bidder at their own discretion may specify or add other components which might help during the financial evaluation.

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 of 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 a 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.

**Note:** 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.

## 2.8 Format and Signing of Proposals

The bidder shall submit the proposal in **one external envelope** marked clearly **Bid Ref: RFP-2010-29 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-2010-29  
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 **two** hard copies of the complete technical proposal. Each complete technical proposal should include the following:

- Hard copy of proposal (as specified in section 2.7.3) and supporting documents (marked clearly with the Bid Ref number)
- Signed Proposal Submission Form (see Annex 4 to this RFP)
- One CD-ROM containing an 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 2.7.4. **Two** copies of the complete financial proposal must be included with a separate CD-ROM containing only the financial proposal.

**NOTE 2:** If preferred, the proposal may instead be forwarded to two secure email accounts.

- a) The "**Technical Proposal**" shall be forwarded to [TechnicalBids@unaids.org](mailto:TechnicalBids@unaids.org) and
- b) The "**Financial Proposal**" forwarded separately to [FinancialBids@unaids.org](mailto:FinancialBids@unaids.org).

There will be no automatic confirmation of receipt as the proposals are only opened after the closing date. The email subject must include the bid reference number available on the first page of this RFP and on the UNAIDS website.

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

- 1) The two (2) copies shall be labeled "Master copy" and "Copy 1". The bidder must ensure that the content of all copies is identical. If at any time a difference is discovered between any copies of the proposal then the "Master copy" will prevail as the official copy.
- 2) The two (2) hard copies shall be unbound, provided in binders from which pages may be removed easily. Dividers may be used to separate sections of the document, if needed.
- 3) All pages of the proposal shall be numbered in the format 'Page X of Y'.
- 4) All copies of the proposal shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. A proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the proposal.
- 5) The electronic copy of the proposal and supporting documents on a CD-ROM should be in PDF, or MS Office compatible format (Word, Excel, Power Point or MS Project). The responses to the functional requirements should be submitted in the structure provided in this RFP. The financial proposal should be submitted in the file format supplied by UNAIDS and using the template distributed with the RFP and only within the sealed financial proposal in a separate CD from the technical proposal. The proposed timeline project plan should be either in MS Project MPP, XLS or PDF format.

---

## 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 no later than 7 January 2011 at 17.00hrs Geneva time.**

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

Any proposal received by UNAIDS after the closing date for submission of proposals might 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 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: [Bids@UNAIDS.org](mailto:Bids@UNAIDS.org)  
**Email Subject: RFP-2010-29 Withdrawal notice**

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, after the closing of the tendering period. Each technical proposal will be opened during the session with each bidder announced. Financial proposals will be opened only after the technical evaluation of the proposals.

A public opening of bids will be carried out on 10 January 2011 at 10.00hrs Geneva time in the UNAIDS premises. Bidders wishing to attend the session (at their own cost) should inform UNAIDS in advance via email (to the address specified in section 2.6) if they plan to attend; only bidders or named representatives are allowed. Non-attendance has no implication on the evaluation of the bids.

---

#### 3.2 Clarification of Proposals

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

---

#### 3.3 Preliminary Examination of Proposals

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

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

---

#### 3.4 Technical Evaluation of Proposals

Proposals will be evaluated in two stages, 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.

The selection panel will next assess the proposals based first on the Required criteria and then the Evaluation criteria.

1. Required criteria includes the firm/institution's general reliability as well as experience and capacity in the specific field of the assignment referred to in section 1.2 under *Characteristics of the bidder* and section 2.7.2 under *Information of Firm/Organization submitting proposal*. Proposals satisfying the required criteria will be considered for the next stage of assessment.



2. Evaluation criteria: After the initial screening, at this second stage proposals will be assessed on the following criteria
  - Clarity and effectiveness of the proposed approach and relevance of the proposed content (maximum score: 35)
  - Degree to which the proposal is innovative and responsive to the needs and context described in the RFP (maximum score: 15)
3. Proposals that obtain a score of 30 or above will be short listed for a presentation by webinar, video conference or teleconference. The presentation will allow the potential provider to present themselves and their technical proposal. Proposals will be assessed for:
  - Clarity and quality of presentation (maximum score: 20)
  - Description of proposed approach and content (maximum score: 20)

The points allocated to the technical proposal correspond to 70% of the total obtainable points. No clarifications will be sought in relation to the financial components of the proposal, during the presentation.

### 3.5 Financial Proposal Evaluation

The financial proposal will only be evaluated if the technical proposal obtains a score of 63 or above (on a maximum of 90) 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 30% 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 =  $\frac{[\text{Maximum number of points for the price component}] \times [\text{Lowest price}]}{[\text{Price of proposal being evaluated}]}$

## 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' 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' 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' 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**

The provider will deliver a maximum of 10 face to face workshops and 2 distance-learning modules for 2 competencies, within a year. UNAIDS will sign the first contract with the lead organization for the following activities:

- The design and development of face to face workshop for 2 competencies
- The delivery of one workshop for each competency
- The development and delivery of the e-learning modules for 2 competencies

Subsequently contract with the provider will be amended for the delivery of up-to 10 workshops for both competencies in 2011.

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:

- 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' 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 sub-contractors, in the performance of this Contract. This provision shall extend, *inter alia*, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. (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**

- workshops at Headquarters in Geneva (in addition to pilot workshop)
- regional workshops (locations to be confirmed pending decisions on the availability of funding and regional training priorities).
- a 1 day briefing module for People Development and Performance (PDP) team members at HQ, Geneva

As stated earlier combined regional workshops will be considered, with regional groupings such as: Asia/Central Asia, West Central Africa and MENA, Eastern Southern Africa, Headquarters/Eastern Europe; Latin America/Caribbean.

---

### **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' 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
- 3) 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.

- c) 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.
- d) 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.
- e) 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' 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' 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' 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 its 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.