RFQ – Gender and HIV Consultant to support Global Fund grant implementation in Asia and the Pacific

Request for Quotations (RFQ)
Reference Number: RFQ-2024-129
Thailand/Regional Support Team for Asia and the Pacific

Closing Date: 18 March 2024
1. INTRODUCTION

1.1 Objectives of the RFQ

The HIV response continues to be undermined by pervasive gender inequalities, patriarchy, and discrimination. Access to comprehensive sexual and reproductive health services is essential to supporting the autonomy and agency of women and girls and the health and well-being of all genders. When women are empowered in decision-making, they are more likely to negotiate safer sex, have higher HIV-related knowledge and insist on the use of condoms. Additionally, the integration of sexual and reproductive health services with other health services improves access to, for example, tuberculosis and cervical cancer screening, prevention and treatment, and helps to prevent and also mitigate the impact of gender-based violence (GBV).

The HIV response is also being undermined by funding shortfalls and the inability to translate political commitments into concrete action, as demonstrated by numerous Gender Assessments of National HIV Responses carried out by the UNAIDS Secretariat and partners. A strong anti-rights and anti-gender movement that opposes progress made in terms of women’s and girls’ empowerment and bodily autonomy, threatens to roll back gains on gender equality everywhere.

In Asia and the Pacific, marked inequalities, particularly gender, and diverse epidemic trends affect progress in the HIV response. As a key population driven epidemic, gay men and other men who have sex with men accounted for 46% of new HIV infections in 2021. Young people (15-24 years old) are also making up a notable proportion of the new infections in the region, with young MSM accounting for 52% of them. There is high HIV prevalence among women from key populations such as female sex workers and transgender women. Female partners of key populations and PLHIV are at high risk of HIV infection but not adequately accessing HIV prevention services. Asia and the Pacific has the world’s second highest rate of HIV vertical transmission at 25%, and out of 56,000 estimated pregnant women living with HIV, only 49% are receiving ART to prevent mother-to-child transmission of HIV. Additionally, women’s sexual and reproductive needs beyond their reproductive functions are often neglected.

Women in all their diversity confront multiple, intersecting forms of violence, stigma and discrimination. Forms of social exclusion and marginalization are impacting women living with and affected by HIV. Access to social protection for women from key populations from the region, particularly sex workers and transgender women, as well as access to integrated services including those addressing GBV and sexual and reproductive health rights remain limited. In Asia and the Pacific, networks of women living with HIV lack long-term support to address the health issues and needs of WLHIV and have less representation in technical working groups and/or decision-making fora. Additionally, intersectional stigma and discrimination against PLHIV and from key populations continue to pose significant barriers.

In 2023, 9 countries submitted their funding proposals to the Global fund GC7 cycle, and 2 will still submit in 2024. For this new funding cycle, the Global Fund requires that all funding requests emphasize human rights and gender-related barriers, which prevent access to healthcare and the achievement of the societal enabler targets by 2030. The request also included supporting gender assessments or integrating the recommendations of recently conducted gender assessments into funding applications and the grant cycle. Demands for technical support to undertake these assessments and follow up with the recommendations are anticipated from several countries.

Main objective(s):

A senior international consultant is being recruited to provide technical assistance to the HIV Global Fund grant PRs/SRs and SSRs, that are national entities and CSOs, and government representatives on addressing gender-related barriers in the HIV response in select TSM eligible countries in support of their Global Fund grant implementation. This will include the following: 1) providing technical gender expertise on gender and HIV to national counterparts and other Global Fund grant implementors on their gender interventions to be implemented by September 2024; 2) Preparation and support to implementation of gender assessments; 3) Review of the Global Fund’s GC7 funding requests and grant making from a gender and rights lens and technical expertise for strengthening gender capacity. The senior consultant will also support countries on the HIV and gender dimensions including but not limited to women’s leadership in the HIV response, stigma index studies (which is a Global Fund grant building block) and scoping of approaches and investments in transformative social norms change through existing technical working groups with relevant stakeholders involved in grant implementation.

Countries that recently submitted the Global Fund GC7 funding request: Bangladesh, Cambodia, India, Indonesia, Lao, Pakistan, Philippines, Thailand and Viet Nam. Countries that will submit in early 2024: Nepal, and Papua New Guinea.

RFQ REFERENCE NUMBER HERE
No activities will be implemented for advocacy or promotion of the legalization or decriminalization of sex work.

Specific objectives:

- Monitor and support the implementation of the Global Fund’s TRP recommendations on gender with Global Fund’s PRs/SRs and UNAIDS country offices in GC7 countries. The support will focus on generating gender-related technical assistance to contribute to the implementation of the GF grants.
- Support the implementation of gender assessments in select countries and review of the Global Fund’s GC7 funding requests for 2024 and grant making from a gender and rights lens.
- Amplify the gender transformative aspects of the Global Fund grant in two focus countries based on the lessons from the evaluation of the GC7 funding requests.
- Support PRs/SRs and grant implementors from select TSM eligible countries in strengthening comprehensive sexual and reproductive health programmes and the links with GBV in collaboration with governments and CSOs, with their integration into HIV services.
- Promote the meaningful engagement of community-based and community-led organizations (particularly women-led and LGBTQI organizations) with PRs/SRs in the design and implementation of gender-related programmes from GC7/CG6 grants.
- Support the organization of webinars and in-person workshops where appropriate to raise awareness and provide TA support on gender and HIV to PRs/SRs/SSRs and governments in collaboration with CCMs. This will help them to prioritize and scale up gender transformative programmes in the implementation of GC6/7.
- Prepare final report highlighting key successes and lessons learned throughout the project’s period.

The consultant will be recruited from March until 30th, September 2024. The consultant will be based at the UNAIDS Regional office in Bangkok, Thailand.

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

See detailed Terms of Reference in Annex 1 in this document for complete information on requirements for this RFQ.

The bidder should be a consultant with a master’s degree in gender and development, or international development, or women’s studies or public health with a minimum of ten years’ work experience on gender equality. A strong rights and civil society background and experience working with a range of stakeholders including national government, ministries of health and gender, civil society organisations and women’s networks, UN and non-UN development partners is desirable. Experience working on gender equality in more than one country in the region, including on gender and health, gender and education, or other sectors is preferred. Experience working with people living with HIV is highly desirable.

The ideal candidate will also have strong experience working with key populations, gender-based violence, women’s participation and leadership, gender transformative policies and programmes. Knowledge and experience with Global Fund processes and policies, particularly the Global Fund’s GC7 funding and grant making cycle would be a distinct advantage. The consultant must have an excellent command of and writing skills in English. Knowledge of one or more languages used in the region is desirable.

2. INSTRUCTIONS TO BIDDERS

The bidder is expected to follow the instructions set forth in this RFQ as per the below, for the submission of their proposal to UNAIDS.
2.1 Language of the Proposal

The proposal and all correspondences and documents relating thereto shall be prepared and submitted in English.

2.2 Contents of the Proposal

The bidder should submit one proposal including technical and financial components together.

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

Any proposal received by UNAIDS after the closing date for submission of proposals may be rejected. Bidders are therefore advised to ensure that they have taken all steps to submit their proposals in advance of the above closing date and time.

2.3 Clarifications

A prospective bidder requiring clarifications on technical, contractual or commercial matters may notify UNAIDS via email at the following address no later than 14th of March 2024:

Email for submissions of all queries: “rstap@unaids.org”

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.

From the date of issue of this RFQ to the final selection, separate contact with UNAIDS officials concerning the RFQ process shall not be permitted, other than through the submission of queries and/or through a possible presentation or meeting called for by UNAIDS, in accordance with the terms of this RFQ.

2.4 Deadlines and Submission

The bidder shall submit, in writing, the complete proposal to UNAIDS by email to the following address with the Subject line: “RFQ-2024-129 RSTAP Gender and HIV Consultant”, no later than 18 March 2024 at 17:00 hrs Bangkok time, by email at the following email address:

“rstap@unaids.org”

2.5 Validity of Proposals and Modifications, Withdrawals or Amendments of the Proposal

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 such an extension will not, however, be permitted to otherwise modify its proposal.

The bidder may withdraw its proposal any time after the proposal’s submission and before the above-mentioned closing date in section 2.4, provided that written notice of the withdrawal (by a duly authorized representative of the bidder) is received by email before the closing date for submission of proposals.

No proposal may be modified after its submission, unless UNAIDS has issued an amendment to the RFQ allowing such modifications.

No proposal may be withdrawn in the interval between the closing date and the expiration of the period of proposal validity specified by the bidder in the proposal (subject always to the minimum period of validity referred to above).

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UNAIDS may, at any time before the closing date, for any reason, whether on its own initiative or in response to a clarification requested by a (prospective) bidder, modify the RFQ by written amendment. Amendments could, *inter alia*, include modification of the project scope or requirements, the project timeline expectations and/or extension of the closing date for submission.

All prospective bidders that have received the RFQ will be notified in writing of all amendments to the RFQ and will, where applicable, be invited to amend their proposal accordingly.

All bidders must adhere to the UNAIDS General and Contractual Conditions under Annex 2 of this document.

### 2.5.1 Technical and Financial Proposal

The bidder should include in this section all relevant information for UNAIDS to evaluate the proposal. The technical and financial components below should be submitted together in one proposal:

- CV.
- Short technical proposal including confirmation of availability from March 2024 until September 2024 to deliver the various tasks in the ToR, for up to 22 days a month.
- Financial proposal must include the daily rate in American Dollars (USD).

Owners of the shortlisted proposals may be asked to take a written test and interview.

### 3. EVALUATION

#### 3.1 Preliminary Examination of Proposals

Before conducting the evaluation of the proposals received, UNAIDS will perform a preliminary examination of these 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. Proposals which are not in order as aforesaid may be rejected.

Please note that UNAIDS is not bound to select any of the individuals 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.

#### 3.2 Technical and Financial Evaluation of Proposals

The evaluation panel will evaluate the technical merits of all the proposals which have passed the preliminary examination of proposals based on the following weighting:

<table>
<thead>
<tr>
<th>Weighting</th>
<th>Percentage of Total Evaluation</th>
</tr>
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<tbody>
<tr>
<td>Technical Weighting</td>
<td>70%</td>
</tr>
<tr>
<td>Financial Weighting</td>
<td>30%</td>
</tr>
</tbody>
</table>

The interview and written test would be part of the overall technical evaluation.
The technical evaluation of the proposals will include:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality of the overall proposal</td>
<td>5</td>
</tr>
<tr>
<td>Relevant professional experience of more than 10 years with technical knowledge in addressing gender, health and rights issues in the context of HIV</td>
<td>20</td>
</tr>
<tr>
<td>Experience working with key populations, gender-transformative policies and programmes in more than one country in the region</td>
<td>20</td>
</tr>
<tr>
<td>Knowledge and experience with Global Fund processes and policies</td>
<td>20</td>
</tr>
<tr>
<td>Written test and interview</td>
<td>10</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

The scoring scale per criteria was defined as follows:

<table>
<thead>
<tr>
<th>Criteria evaluated as:</th>
<th>Based on the following supporting evidence:</th>
<th>Corresponds to the score of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excellent</td>
<td>Excellent evidence of ability to exceed requirements</td>
<td>100%</td>
</tr>
<tr>
<td>Good</td>
<td>Good evidence of ability to exceed requirements</td>
<td>90%</td>
</tr>
<tr>
<td>Satisfactory</td>
<td>Satisfactory evidence of ability to support requirements</td>
<td>70%</td>
</tr>
<tr>
<td>Poor</td>
<td>Marginally acceptable or weak evidence of ability to support requirements</td>
<td>40%</td>
</tr>
<tr>
<td>Very Poor</td>
<td>Lack of evidence to demonstrate ability to comply with requirements</td>
<td>10%</td>
</tr>
<tr>
<td>No submission</td>
<td>Information has not been submitted or is unacceptable</td>
<td>0%</td>
</tr>
</tbody>
</table>

The number of points which can be obtained for each evaluation criterion is specified above and indicates the relative significance or weight of the item in the overall evaluation process.

A minimum of 70 points is required to pass the evaluation of the technical component.

The final evaluation will combine the weighted scores of both technical and financial evaluations, to come up with a cumulative total score.

### 4. AWARD

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 the Organization’s 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 for technical or other reasons throughout the evaluation/selection process. UNAIDS shall not in any way be obliged to reveal, or discuss with any bidder, how a proposal was assessed, or to provide any other information relating 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 RFQ. However, this document does not oblige UNAIDS to contract for the performance of any work, nor for the supply of any products or services.

At any time during the evaluation/selection process, UNAIDS reserves the right to modify the scope of the work, services and/or goods called for under this RFQ. UNAIDS shall notify the change to only those bidders UNAIDS have not been officially eliminated due to technical reasons at that point in time.

UNAIDS reserves the right at the time of award of contract to extend, reduce or otherwise revise the scope of the work, services and/or goods called for under this RFQ without any change in the base price or other terms and conditions offered by the selected bidder.

UNAIDS also reserves the right to enter into negotiations with one or more bidders of its choice, including but not limited to negotiation 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 RFQ.

Within 30 days of receipt of the contract between UNAIDS and the successful bidder (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 Contract will include, without limitation, the provisions set forth in Annex 2.

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.

We look forward to receiving your response to this RFQ.

Yours sincerely,
UNAIDS
Annexes

1. Detailed Terms of Reference
2. UNAIDS General and Contractual Conditions
Annex 1: Detailed Terms of Reference

Background

The HIV response continues to be undermined by pervasive gender inequalities, patriarchy, and discrimination. Access to comprehensive sexual and reproductive health services is essential to supporting the autonomy and agency of women and girls and the health and well-being of all genders. When women are empowered in decision-making, they are more likely to negotiate safer sex, have higher HIV-related knowledge and insist on the use of condoms. Additionally, the integration of sexual and reproductive health services with other health services improves access to, for example, tuberculosis and cervical cancer screening, prevention and treatment, and helps to prevent and also mitigate the impact of gender-based violence (GBV).

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In Asia and the Pacific, marked inequalities, particularly gender, and diverse epidemic trends affect progress in the HIV response. As a key population driven epidemic, gay men and other men who have sex with men accounted for 46% of new HIV infections in 2021. Young people (15–24 years old) are also making up a notable proportion of the new infections in the region, with young MSM accounting for 52% of them. There is high HIV prevalence among women from key populations such as female sex workers and transgender women. Female partners of key populations and PLHIV are at high risk of HIV infection but not adequately accessing HIV prevention services. Asia and the Pacific has the world’s second highest rate of HIV vertical transmission at 25%, and out of 56,000 estimated pregnant women living with HIV, only 49% are receiving ART to prevent mother-to-child transmission of HIV. Additionally, women’s sexual and reproductive needs beyond their reproductive functions are often neglected.

Women in all their diversity confront multiple, intersecting forms of violence, stigma and discrimination. Forms of social exclusion and marginalization are impacting women living with and affected by HIV. Access to social protection for women from key populations from the region, particularly sex workers and transgender women, as well as access to integrated services including those addressing GBV and sexual and reproductive health rights remain limited. In Asia and the Pacific, networks of women living with HIV lack long-term support to address the health issues and needs of WLHIV and have less representation in technical working groups and/or decision-making fora. Additionally, intersectional stigma and discrimination against PLHIV and from key populations continue to pose significant barriers.

In 2023, 9 countries submitted their funding proposals to the Global Fund GC7 cycle, and 2 will still submit in 2024. For this new funding cycle, the Global Fund requires that all funding requests emphasize human rights and gender-related barriers, which prevent access to healthcare and the achievement of the societal enabler targets by 2030. The request also included supporting gender assessments or integrating the recommendations of recently conducted gender assessments into funding applications and the grant cycle. Demands for technical support to undertake these assessments and follow up with the recommendations are anticipated from several countries.

Main objective(s):

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2 Countries that recently submitted the Global Fund GC7 funding request: Bangladesh, Cambodia, India, Indonesia, Lao, Pakistan, Philippines, Thailand and Viet Nam. Countries that will submit in early 2024: Nepal, and Papua New Guinea.

RFQ REFERENCE NUMBER HERE
A senior international consultant is being recruited to provide technical assistance to the HIV Global Fund grant PRs/SRs and SSRs, that are national entities and CSOs, and government representatives on addressing gender-related barriers in the HIV response in select TSM eligible countries in support of their Global Fund grant implementation. This will include the following: 1) providing technical gender expertise on gender and HIV to national counterparts and other Global Fund grant implementors on their gender interventions to be implemented by September 2024; 2) Preparation and support to implementation of gender assessments; 3) Review of the Global Fund’s GC7 funding requests and grant making from a gender and rights lens and technical expertise for strengthening gender capacity. The senior consultant will also support countries on the HIV and gender dimensions including but not limited to women’s leadership in the HIV response, stigma index studies (which is a Global Fund grant building block) and scoping of approaches and investments in transformative social norms change through existing technical working groups with relevant stakeholders involved in grant implementation.

No activities will be implemented for advocacy or promotion of the legalization or decriminalization of sex work.

Specific objectives:

- Monitor and support the implementation of the Global Fund’s TRP recommendations on gender with Global Fund’s PRs/SRs and UNAIDS country offices in GC7 countries. The support will focus on generating gender-related technical assistance to contribute to the implementation of the GF grants.
- Support the implementation of gender assessments in select countries and review of the Global Fund’s GC7 funding requests for 2024 and grant making from a gender and rights lens.
- Amplify the gender transformative aspects of the Global Fund grant in two focus countries based on the lessons from the evaluation of the GC7 funding requests.
- Support PRs/SRs and grant implementors from select TSM eligible countries in strengthening comprehensive sexual and reproductive health programmes and the links with GBV in collaboration with governments and CSOs, with their integration into HIV services.
- Promote the meaningful engagement of community-based and community-led organizations (particularly women-led and LGBTQI organizations) with PRs/SRs in the design and implementation of gender-related programmes from GC7/CG6 grants.
- Support the organization of webinars and in-person workshops where appropriate to raise awareness and provide TA support on gender and HIV to PRs/SRs/SSRs and governments in collaboration with CCMs. This will help them to prioritize and scale up gender transformative programmes in the implementation of GC6/7.
- Prepare final report highlighting key successes and lessons learned throughout the project’s period.

Expected results:

- Global Fund PRs/SRs and SSRs and government representatives better capacitated to addressing gender-related barriers in the HIV response within the GF grant cycle.
- The Global Fund’s GC7 recommendations for gender activities in the country offices highlight gender transformative interventions and are better monitored and supported.
- Gender assessments in select countries are planned/in preparation phase for implementation in 2024 and Global Funds funding requests are reviewed.
- Gender-related technical assistance demand generated based on the review/evaluation of GC7 Funding requests and TRP’s recommendations.
- Comprehensive sexual and reproductive health and gender-based violence programmes and their integration into HIV services are prioritized within PR/SRs/SSRs GF grant-related implementation work.
- The role of community-based and community-led organizations (particularly women-led and LGBTQI organizations) in designing and implementing programmes with Global Fund PRs/SRs to challenge harmful gender norms, prejudices and stereotypes is promoted.
• Webinars and in-person workshops where appropriate, on gender and HIV for PRs and SRs and governments are organized. These will be done in collaboration with CCMs. PRs and SRs are sensitized and have a better understanding of gender and HIV issues and ministries responsible for gender equality and social protection are more proactively involved in Global Fund processes.

1. Activity Coordination & Reporting

<table>
<thead>
<tr>
<th>Technical Officer:</th>
<th>Brigitte Quenum, Practice Lead UNAIDS RST AP</th>
<th>Email: <a href="mailto:quenumb@unaids.org">quenumb@unaids.org</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>For the purpose of:</td>
<td>Technical supervision and instructions - Reporting</td>
<td></td>
</tr>
<tr>
<td>Administrative Officer:</td>
<td>Prapapan Supreyaporn, Associate UNAIDS RST AP</td>
<td>Email: <a href="mailto:supreyapornp@unaids.org">supreyapornp@unaids.org</a></td>
</tr>
<tr>
<td>For the purpose of:</td>
<td>Contractual and financial management of the contract</td>
<td></td>
</tr>
</tbody>
</table>

2. Characteristics of the Provider

The consultant should have a master’s degree in gender and development, or international development, or women’s studies or public health with a minimum of ten years’ work experience on gender equality. A strong rights and civil society background and experience working with a range of stakeholders including national government, ministries of health and gender, civil society organisations and women’s networks, UN and non-UN development partners is desirable. Experience working on gender equality in more than one country in the region, including on gender and health, gender and education, or other sectors is preferred. Experience working with people living with HIV is highly desirable.

The ideal candidate will also have strong experience working with key populations, gender-based violence, women’s participation and leadership, gender transformative policies and programmes. Knowledge and experience with Global Fund processes and policies, particularly the Global Fund’s GC7 funding and grant making cycle would be a distinct advantage. The consultant must have an excellent command of and writing skills in English. Knowledge of one or more languages used in the Asia and the Pacific region is desirable.

3. Place of assignment

The consultant will be recruited from March until 30th, September 2024.

The consultant will be based at the UNAIDS Regional office in Bangkok, Thailand with the possibility of travelling to country offices requiring his/her support. The work will cover the AP region and will include the countries eligible for the TSM Scope of Work 2023, (Bangladesh, Cambodia, India, Indonesia, Lao, Nepal, Pakistan, Papua New Guinea, Philippines, Thailand, and Viet Nam).

The consultant will report to the Senior Adviser, Lead, Science, Systems and Services for All in the regional office in Bangkok and will work closely with national counterparts that are GF grant recipients including PRs and SRs, the Regional Adviser, Community led responses, with Colleagues in country offices in the region and with the Gender team at the Global Centre. The Global Centre will participate in the workplan’s preparation and extend technical and quality assurance support and support the knowledge and learning sharing from this work with other regions.
Annex 2: UNAIDS 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.

1.1 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.

1.2 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.
1.3 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.

1.4 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 RFQ 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.
1.5 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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.

1.10 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.

1.11 Indemnification

The Contractor shall indemnify and hold UNAIDS harmless, from and against the full amount of any and all claims and liabilities,

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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.

1.12 Contractor's Responsibility for Employees

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

1.13 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.

1.14 Place of Performance

The place of performance of the work under the Contract shall be based at the UNAIDS Regional office in Bangkok, Thailand.

1.15 Language

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

1.16 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.
1.17 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.

1.18 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 fulfilment, 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.

1.19 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.
1.20 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.

1.21 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.

1.22 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.

1.23 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.

1.24 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.

1.25 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.

1.26 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.

1.27 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.

1.28 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.

1.29 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

1.30 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
1.31 Personnel

1.31.1 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.

1.31.2 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.

1.31.2 Foreign Nationals
The Contractor shall verify that all Contractor Personel 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 Personel. Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

1.31.4 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 vi) the good or services being provided by the bidder should meet requirements for disability inclusiveness and accessibility for relevant products and services.

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.

1.31.5 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.

1.31.6 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.

5.31.7 Zero tolerance for sexual exploitation and abuse

UNAIDS has zero tolerance towards sexual exploitation and abuse. In this regard, and without limiting any other provisions contained herein:

1. each legal entity Contractor warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the UNAIDS Policy on Sexual Exploitation and Abuse Prevention and Response by any of its employees and any other persons engaged by it to perform any services under the Contract; and (ii) promptly report to UNAIDS and respond to, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the contractor becomes aware; and

2. each individual Contractor warrants that he/she will (i) not engage in any conduct that would constitute sexual exploitation or abuse as described in the UNAIDS Policy on Sexual Exploitation and Abuse Prevention and Response; and (ii) promptly report to UNAIDS in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the Contractor becomes aware.