



Information Technology (IT) Skills Framework Agreement

Request for Proposal (RFP)
Technology Services Division (TSD)
Reference Number: RFP-2011-21

TABLE OF CONTENTS

TABLE OF CONTENTS	2
1. INTRODUCTION	4
1.1 Objective of the RFP	4
1.2 Characteristics of the bidder	4
1.2.1 Status.....	4
1.2.2 Accreditations	4
1.2.3 Previous experience	4
1.2.4 Logistic capacity	5
1.2.5 Staffing.....	5
1.3 Work to be performed	5
1.3.1 Background.....	5
1.3.2 Key Requirements	5
1.3.3 Reporting requirements	17
1.3.4 Finance and accounting requirements	17
1.3.5 Performance monitoring	17
1.3.6 Further Capacities	17
1.3.7 Definitions	18
2. INSTRUCTIONS TO BIDDERS	19
2.1 Language of the Proposal and other Documents	19
2.2 Intention to Bid	19
2.3 Cost of Proposal	19
2.4 Contents of the Proposal	19
2.5 Joint Proposal	20
2.6 Communications during the RFP Period	20
2.7 Proposal structure	20
2.7.1 Proposal Submission Form	20
2.7.2 Information of Firm/Organization submitting Proposal	21
2.7.3 Technical Proposal	22
2.7.4 Financial Proposal.....	23
2.8 Format and Signing of Proposals	25
2.9 Period of Validity of Proposals	26
2.10 Closing Date for Submission of Proposals	26
2.11 Modification and Withdrawal of Proposals	26
2.12 Receipt of Proposals from Non-invitees	27
2.13 Amendments of the RFP	27
3. OPENING AND EVALUATION OF PROPOSALS	27
3.1 Opening of Proposals	27
3.2 Clarification of Proposals	27
3.3 Preliminary Examination of Proposals	28
3.4 Technical Evaluation of Proposals	28
3.5 Financial Proposal Evaluation	29
3.6 Bidders' Presentations	29
4. AWARD OF CONTRACT	30
4.1 Award Criteria, Award of Contract	30
4.1.1 UNAIDS's Right to modify Scope or Requirements during the Proposal Process.....	30
4.1.2 UNAIDS's Right to Extend/Revise Scope or Requirements at Time of Award.....	30

4.2	UNAIDS's Right to enter into Contract Price Negotiations.....	30
4.3	Signing of the Contract	30
5.	GENERAL AND CONTRACTUAL CONDITIONS.....	31
5.1	Responsibility.....	31
5.2	Source of Instructions	31
5.3	Warranties.....	31
5.4	Legal Status.....	32
5.5	Relation Between the Parties.....	33
5.6	Waiver of Breach.....	33
5.7	Liability.....	33
5.8	Assignment.....	33
5.9	Officials not to Benefit.....	33
5.10	Indemnification.....	33
5.11	Contractor's Responsibility for Employees	34
5.12	Subcontracting.....	34
5.13	Place of Performance	34
5.14	Language	34
5.15	Confidentiality	34
5.16	Confidential Nature of Documents and Information	35
5.17	Title Rights.....	35
5.18	Cancellation.....	35
5.19	Force Majeure.....	36
5.20	Use of UNAIDS and WHO name and emblem	37
5.21	Successors and Assignees	37
5.22	Payment	37
5.23	Title to Equipment.....	37
5.24	Insurance and Liabilities to Third Parties.....	38
5.25	Settlement of Disputes	38
5.26	Observance of the Law.....	38
5.27	Authority to Modify	38
5.28	Privileges and Immunities.....	39
5.29	Personnel.....	39
5.29.1	Approval of Contractor Personnel	39
5.29.2	Project Managers.....	39
5.29.3	Foreign Nationals.....	40
5.29.4	Compliance with UNAIDS Policies	40
5.29.5	Ethical Behaviour.....	40
5.29.6	Engagement of Third Parties and use of In-house Resources	40

1. INTRODUCTION

1.1 Objective of the RFP

The purpose of this Request for Proposals (RFP) is to identify and evaluate bidders on their ability to enter into a long-term Agreement (LTAs) with UNAIDS to meet the on-going IT outsourcing requirements of the Technology Services Division (TSD).

TSD is seeking functional and technical skills in the following areas of Information Technology:

- Microsoft development skills
- Java development skills
- Open source development skills
- Project management and Analysis skills
- Web & WCMS skills

UNAIDS intends to enter into an agreement with multiple vendors, offering some or all of the skill sets above. Most of the skills will be required for short-term assignments (ranging from 2 weeks to 6 months) for filling internal resource gaps on new or existing IT projects.

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.

1.2 Characteristics of the bidder

1.2.1 Status

- The provider shall be a public institution or company operating in the field of Information technology, with proven expertise in software development or project management & analysis.

1.2.2 Accreditations

- No specific requirement

1.2.3 Previous experience

- Proven experience in providing resources similar to the roles outlined under section 1.3.
- Previous experience working with international organizations an asset.

1.2.4 Logistic capacity

- Confirm electronic communication capability at their place of work and ability to respond to established response times based on Geneva time zone.
- Have the capability to obtain visas in a timely manner for any onshore work or reviews in UNAIDS HQ in Geneva. The bidder will be fully responsible for visa/permit applications to meet assignments at UNAIDS HQ in Geneva.

1.2.5 Staffing

- University degree required for all staff assigned to UNAIDS, related to the roles they are providing.
- Single focal point/ account manager needs to interface with UNAIDS – with response of queries provided within 2 working days.
- All resources provided need to be able to communicate and work in English.

1.3 Work to be performed

1.3.1 Background

The responsibilities of the unit Technology Services Division (TSD) within UNAIDS is to lead, guide and standardize the development and provision of all UNAIDS Information & Communications Technology infrastructure, systems and services. The TSD unit is responsible for standardizing and integrating all information management and information technology activities across the UNAIDS Secretariat, including ensuring that these are delivered in a coherent way and can be linked to the wider information management work of UNAIDS.

UNAIDS, as an organization is increasingly dependant on services provided by the unit Technology Services Division (TSD). The work done by the TSD unit has many peaks and troughs. However, due to limited resources, TSD focuses on critical development projects and some of the requests from units within UNAIDS are not receiving adequate and timely response. To adequately respond to all current business needs in terms of application development and initiating new projects, TSD requires external support.

Previously, the TSD unit and UNAIDS at large have been using ad-hoc contractors for some of their different IT resources and services needs. However engaging in temporary contract agreements for short-term resource needs has proven to be expensive and time-consuming.

1.3.2 Key Requirements

1.3.2.1 Purpose of the Long-term Agreement

TSD's vision is to have a long-term IT services agreement with multiple vendors, to facilitate the outsourcing of work. It is anticipated that most of the contracts within the LTA will be between 2 weeks and 6 months.

Multiple simultaneous contracts could be issued to the same or different companies. TSD is seeking functional and technical skills in the following five areas of Information Technology.

- Microsoft development skills
- Java development skills
- Open source development skills
- Project management and Analysis skills
- Web & WCMS skills

Most of the resources within these skill sets will be taken on an ad hoc basis (and usually for short periods of time) for filling internal resource gaps on new or existing IT projects. The expectation is that **most** of the resources attained through this agreement need to start within **three** weeks of the original UNAIDS request. The quick availability of staff is critical to the success of this agreement.

1.3.2.2 Description of Resources within the skill sets

The following are the specific roles within the five skill sets which are required by this RFP. A role is the job function that the bidder's resource is required to perform for UNAIDS. Bidder's resources may be qualified to perform multiple roles defined below. Each role is described below in greater detail, including the minimum level of experience, specific expertise & qualifications, and description of the role. This will guide the bidder in better understanding if they are able to provide these roles within their existing resources.

The bidder can bid for **one or many** skill sets. If the bidder chooses to bid for a particular skill set, there are some roles that they are required to bid for. These are marked as "Mandatory". The roles that they **may or may not** choose to bid for are marked as "Optional".

1.3.2.2.1 Skill set 1: Microsoft Development skills

Mandatory roles within this skill set

Junior Microsoft Developer:

- 3-7 years specific development experience with the .NET Framework and C# development.
- Experience in OOP with analytic skills for technical problem-solving.

Senior Microsoft Developer:

In addition to the skills of the Junior Microsoft Developer

- 7+ years specific development experience with the .NET Framework and C# development of business applications.

Junior MS SQL Database Administrator (DBA):

- 3-5 years specific experience with managing MS SQL 2000 & 2005 database.
- Experience with TSQL programming language, ADO.NET and Object Relational Mapping (ORM).
- Experience with MS Integration Services.

Senior MS SQL Database Administrator (DBA):

In addition to the skills of the Junior MS SQL Database Administrator

- 5+ years specific experience with managing MS SQL 2000 & 2005 database.

Optional roles within this skill set

Junior Quality Assurance Software Engineer:

- 1-3 years specific experience working with .NET, fully qualified for load testing, regression testing, UI test automation, and experience using Microsoft Test Edition.
- Familiarity with the Microsoft .NET Framework
- Able to understand and execute the overall needs for test planning, execution and management.
- Ability to write functional tests and create script test scenarios.

Senior Quality Assurance Software Engineer

In addition to the skills of the Junior Quality Assurance Software Engineer

- 3+ years specific expertise working with .NET, fully qualified for load testing, regression testing, UI test automation, and experience using Microsoft Test Edition.
- Understanding of software engineering skills and QA/Test and automation methodologies.

Junior Systems analyst:

- 2-3years specific experience in systems development, requirements engineering, systems design architecture and knowledge of database design.
- Tasks may include, but not limited to, research, plan, install, configure, troubleshoot, maintain and upgrade Microsoft operating system, hardware and software interfaces.
- Experience of working with Microsoft technologies.

Senior Systems analyst:

In addition to the skills of the Junior Systems Analyst

- 4-5years specific expertise in systems development, requirements engineering, systems design architecture and knowledge of database design.
- Additional tasks include conducting technical research on system upgrades to determine feasibility, cost, time required, and compatibility with current system.

1.3.2.2.2 Skill set 2: Java Development skills

Mandatory roles within this skill set

Junior Java Developer:

- 3-5years specific experience in Java web development (OOP, design patterns), multi-tiers web application development, and separation of concerns (User Interface, Business Logic, database abstraction layer).

- Knowledge in Java Platform Standard Edition (SE) and Enterprise Edition (EE).
- Knowledge of Micro Edition (ME) desired.

Senior Java Developer:

In addition to the skills of the Junior Java Developer

- 5+years specific experience in Java web development (OOP, design patterns), multi-tiers web application development, and separation of concerns (User Interface, Business Logic, database abstraction layer).
- Knowledge of web application architecture (client-server)
- Experience with databases, quality assurance, performance analysis, application packaging and securing web applications.

Optional roles within this skill set

Junior Quality Assurance Software Engineer:

- 1-3 years specific experience working with Java development, fully qualified for load testing, regression testing, and UI test automation.
- Able to understand and execute the overall needs for test planning, execution and management.
- Ability to write functional tests and create script test scenarios.
- Ability to create automated test scripts, preferably working with java frameworks.

Senior Quality Assurance Software Engineer

In addition to the skills of the Junior Quality Assurance Software Engineer

- 3+ years specific experience working with Java development, fully qualified for load testing, regression testing, and UI test automation.
- Understanding of software engineering skills and QA/Test and automation methodologies.

Junior Systems analyst:

- 2-3years specific expertise in systems development, requirements engineering, systems design architecture and knowledge of database design.
- Tasks may include, but not limited to, research, plan, install, configure, troubleshoot, maintain and upgrade operating system, hardware and software interfaces.
- Experience working with Java technologies.

Senior Systems analyst:

In addition to the skills of the Junior Systems Analyst

- 4-5years specific expertise in systems development, requirements engineering, systems design architecture and knowledge of database design.
- Additional tasks include conducting technical research on system upgrades to determine feasibility, cost, time required, and compatibility with current system.

1.3.2.2.3 Skill set 3: Open Source Technology skills

Mandatory roles within this skill set

In this skill set, the bidder is required to bid for:

1. either Junior or Senior PHP developer,
2. either Junior or senior HTML/DHTML/RSS/CSS/XML/XSL developer,
3. either Junior or senior Drupal developer, and
4. MySQL Database Administrator

Junior PHP Developer:

- 1-5years specific experience in PHP 5.0 development.
- Experience in database (MySQL 5.0 transactions, and/or TransactSQL)
- Knowledge of HTML/DHTML/XML/XSLT/JSON
- Experience in Symfony framework an asset

Senior PHP Developer:

In addition to the skills of the Junior PHP Developer

- 5+ years specific experience in PHP 5.0 development.

Junior HTML/DHTML/RSS/CSS/ XML/XSL Developer:

- 1-5years specific experience in software development.
- Knowledge of best practice of HTML with W3C compliance
- Knowledge of web accessibility/ Concepts and design
- Experience with JQuery objects
- XSLT experience
- Experience in mobile/tablet/web development an asset

Senior HTML/DHTML/RSS/CSS/ XML/XSL Developer:

In addition to the skills of the Junior HTML/DHTML/RSS/CSS/ XML/XSL Developer

- 5+ years specific experience in software development

Junior Drupal Developer:

- 1-3years specific experience in PHP 5.0 development.
- Experience in database (MySQL 5.0 transactions, and/or TransactSQL)
- Knowledge of HTML/DHTML/XML/XSLT/JSON
- Experience in development of atleast Drupal version 6.x

Senior Drupal Developer:

In addition to the skills of the Junior Drupal Developer

- 5+ years specific experience in PHP 5.0 development.

MySQL Database Administrator (DBA):

- 3+ years specific experience as a MySQL database administrator.
- Experience with MYSQL 5.0.
- Knowledge of MySQL Tools for version 5.0.
- Knowledge of PHP 5.0.

Optional roles within this skill set

Junior Quality Assurance Software Engineer:

- 1-3 years specific experience working with open source development, fully qualified for load testing, regression testing, and UI test automation.
- Able to understand and execute the overall needs for test planning, execution and management.
- Ability to write functional tests and create script test scenarios.
- Ability to create automated test scripts, preferably working with open source frameworks.

Senior Quality Assurance Software Engineer

In addition to the skills of the Junior Quality Assurance Software Engineer

- 3+ years specific experience working with open source development, fully qualified for load testing, regression testing, and UI test automation.
- Understanding of software engineering skills and QA/Test and automation methodologies.

Junior Systems analyst:

- 2-3years specific expertise in systems development, requirements engineering, systems design architecture and knowledge of database design.
- Tasks may include, but not limited to, research, plan, install, configure, troubleshoot, maintain and upgrade operating system, hardware and software interfaces.
- Extensive experience working with open source technologies.

Senior Systems analyst:

In addition to the skills of the Junior Systems Analyst

- 4-5years specific expertise in systems development, requirements engineering, systems design architecture and knowledge of database design.
- Additional tasks include conducting technical research on system upgrades to determine feasibility, cost, time required, and compatibility with current system.

1.3.2.2.4 Skill set 4: Project Management and Business analysis skills

Mandatory roles within this skill set

Junior Project Manager:

- Experience (3-10 years) of project management for any size projects.
- Experience with managing projects from beginning to end.
- Experience with developing full-scale project plans and associated communications documents.
- Experience with estimation of necessary resources and participants needed to achieve project goals.
- Experience with developing and delivering progress reports, proposals, requirements documentation and presentations.
- Experience with coaching, mentoring and supervising project teams and contractors, to influence them to take positive action.

- Experience with conducting project post mortems and creating recommendation reports in order to identify successful and unsuccessful project elements.
- Experience with developing best practices and tools for project execution and management.
- Prince2 certification is required.

Senior Project Manager:

In addition to the skills of the Junior Project Manager

- Experience (10+ years) of project management for all sized projects, with 5+ years experience of large projects.
- Substantial experience in contracts management and negotiation.

Junior Business Analyst:

- 1-4 years specific expertise in requirements engineering, analysing complex business processes, usability design and testing.
- Experience with collecting data and information, and analysing the project's business requirements and translating into technical requirements.
- Experience of preparing accurate and detailed functional and non-functional requirement specifications documents & user manuals.
- Experience communicating effectively with external clients and internal teams to deliver product's functional requirements like GUI designs, and manage basic user trainings.
- Knowledge of designing test plans and executing test scripts scenarios.
- Knowledge of MS Word, Excel, Powerpoint, Visio or similar office tools.
- CBAP/IIBA certification an asset.

Senior Business Analyst:

In addition to the skills of the Junior Business Analyst

- 4+ years specific expertise in requirements engineering, analysing complex business processes and managing UAT.
- Experience of managing small to medium-size projects.
- Experience in managing requirements traceability & multiple stakeholders.
- Experience with project tools, MS Project or similar tools.

Optional roles within this skill set

Business Manager:

- 3-5 years specific experience of managing personnel in IT environment.
- University degree in Engineering, Computer Science, Mathematics or a related field.
- A degree in management is an asset.
- Project Management experience with Prince2 and/or ITIL certification.
- Ability to communicate "techno-jargon" to non-technical people, with strong interpersonal skills.
- Experience of working in an international organisation an asset.

Change Management Specialist:

- 6+ years specific experience of working with teams in managing change in organisations.
- Knowledge of applying a structured change management approach and methodology procedures for handling changes.
- Experience with developing change management strategies based on situational awareness of the details of the change and groups being impacted.
- Experience of identifying potential people-related risks and anticipated points of resistance, and developing plans to mitigate the concerns.
- Experience with developing change management plans – including communication plans, sponsor roadmap, training plans, and resistance management plans.
- Knowledge of project management methodologies and organisational processes.
- Experience of working in an international organisation an asset.

Business Process Modelling Analyst:

- 6+ years specific experience working in business process modelling.
- Experience in designing Business Architecture, KPI (key performance indicators), and conducting business transformation activities (AS IS -> TO BE).
- Knowledge of Business Architecture
- Experience working with international organizations/NGOs an asset.

Junior Systems analyst:

- 2-3years specific expertise in systems development, requirements engineering, systems design architecture and knowledge of database design.
- Tasks may include, but not limited to, research, plan, install, configure, troubleshoot, maintain and upgrade operating system, hardware and software interfaces.

Senior Systems analyst:

In addition to the skills of the Junior Systems Analyst

- 4-5years specific expertise in systems development, requirements engineering, systems design architecture and knowledge of database design.
- Additional tasks include conducting technical research on system upgrades to determine feasibility, cost, time required, and compatibility with current system.

Junior Quality Assurance Software Engineer:

- 1-3 years specific experience working with a variety of technologies, fully qualified for load testing, regression testing, and UI test automation.
- Able to understand and execute the overall needs for test planning, execution and management.
- Ability to write functional tests and create script test scenarios.

- Ability to create automated test scripts, preferably working with open source frameworks.

Senior Quality Assurance Software Engineer

In addition to the skills of the Junior Quality Assurance Software Engineer

- 3+ years specific experience working with a variety of technologies, fully qualified for load testing, regression testing, and UI test automation.
- Understanding of software engineering skills and QA/Test and automation methodologies.

Database Architect:

- 5+ years specific experience working with database modelling – conceptual and physical model.
- Experience designing databases to support business applications, ensuring system scalability, security, performance and reliability.
- Strong analytical skills in performance monitoring.
- Experience developing and documenting database architectures, including database architectural strategies at the modelling, design, and implementation stages of meeting business requirements.
- Experience in developing load balancing processes and architecture and database recovery plan.

Technical Writer:

- 3-5 years specific experience working as a technical writer in the English language.
- Knowledge of documentation in the software life cycle.
- Knowledge of software architecture.
- Expert knowledge of English language written skills.
- Capable of drafting training materials.
- Knowledge of MS Office, Visio and HTML are required.
- Knowledge of graphical design is an asset.
- A computer science degree is an asset.

1.3.2.2.5 Skill set 5: Web & WCMS skills

Mandatory roles within this skill set

Web Designer:

- 3-5 years specific experience developing and designing web sites to ensure they are visually effective and easy to use.
- Advanced knowledge and working with CSS and XML.
- Knowledge of web accessibility concepts/ designs.
- Experience with testing the web site for functionality in different browsers and at different resolutions.
- Knowledge of website design methodology, graphic web design, usability principles.
- Experience with designing information architecture.
- Experience working with HTML/DHTML/CSS.

Web Application Architect:

- 7+ years specific expertise in systems development, requirements engineering, systems design architecture.
- Advanced knowledge of database design.
- Experience delivering a large web project, with responsibility for the architecture.
- Experience in the management, design, and development of business critical applications.
- Experience in design and creation of user-friendly GUI.

User Interface specialist/analyst:

- 3-5 years specific experience developing and implementing web-based user interfaces.
- Experience with developing user interface prototypes.
- Advanced knowledge and working with CSS and XML.
- Knowledge of web accessibility concepts/ designs.
- Experience with testing the web site for functionality in different browsers and at different resolutions.
- Experience working with HTML/DHTML/CSS.
- A computer science degree is an asset.

Web publisher:

- 2+ years specific experience working with a web content management system.
- Knowledge of best practice in HTML coding, with W3C compliance.
- Ability to pay attention to detail an asset.
- Experience working with HTML/DHTML/CSS.

Information Manager:

- 5+ years specific experience working with defining information architecture, implementing standards and processes for taxonomy development, maintenance of centralised schemas, and metadata management.
- Experience with defining content categories and developing classification systems.
- Experience with defining the requirements of business and technical teams for taxonomy, metadata and classification management.
- Experience with enhancing the overall information retrieval experience through research and analysis.
- Knowledge of HIV-AIDS and/ or related health content required.
- Experience in data modelling.
- Experience and expertise in SEO (how public searches function).

Optional roles within this skill set

SOA Specialist:

- 3+ years specific expertise in web service architecture – SOAP and restful web services.
- Experience in developing architecture for the securing web services-based transactions internal to the organisation and with external parties.
- Experience integrating SOA with existing authentication and authorization technologies.

- Expertise in various security fields including access control, authorization, identification and authentication, public key infrastructure, network, and enterprise security architecture.
- Experience with deployment strategy and performance monitoring.

1.3.2.3 Scenarios within the LTA

There are two scenarios under which work will be carried out under this agreement. They are defined below as Model A & Model B.

1.3.2.3.1 Model A – Resources for “Time & Materials” contracts

Overview

TSD has resource or expertise gaps that require external technical or functional resources to work within UNAIDS technical teams on specific development or project tasks, on a time and materials basis. In this case, day to day project management will either reside with TSD project manager or someone appointed by TSD. The resource(s) supplied by the bidder shall report on a day-to-day basis to the project lead/manager, based at UNAIDS HQ in Geneva.

Approach

- TSD, on an ad-hoc need basis, will request the chosen vendor to provide resources for specific activities within a project, indicating the required roles from the defined skill sets, including the specific experience and expertise required.
- The vendor will give a principal confirmation of availability of suitable resources (within two working day), and provide profiles of candidates according to the TSD request.
- If necessary, TSD will interview the proposed candidate(s) within three working days and confirm or reject the candidate.
- A Statement of Work (SoW), on “time and materials” will be issued for the accepted resources using the rates that are agreed under this agreement. For each contract, the standard conditions set out in this agreement will apply.

Required lead times

It is expected that the selected resource is available to start work at UNAIDS HQ in Geneva (Switzerland) within 2 weeks after finalization of the SoW.

1.3.2.3.2 Model B - Resources for “fixed price” contracts

TSD has technical or functional requirements, where the work can be clearly defined upfront, on a fixed price contract. The resource(s) supplied by the bidder will have defined deliverables, and but will need to coordinate with the project manager assigned by UNAIDS. The majority of work to be completed by the bidder’s resources will be in the “vicinity” (as defined in Section 1.3.7) of UNAIDS HQ Geneva or offshore.

Approach

- TSD will supply the vendor with a specification of requirements that contains essential information about background, business requirements and high-level functional specifications.

- b) The vendor will propose a technical solution, estimate resources required, propose the resources to be allocated to the deliverables and submit a quote.
- c) The quote will be calculated using the daily rates that are agreed under this agreement. The time component has to be mutually agreed between TSD and the vendor.
- d) The TSD project lead will review, together with the vendor, the method used for estimating the cost and rates used. The project lead will also interview any prospective resources if necessary. In case of agreement, TSD will issue a "fixed-price" Statement of Work (SoW) to the chosen vendor.
- e) The TSD project lead and other internal resources will work with the vendor resources as defined in the SoW, however the vendor is responsible for quality, on-time delivery within the agreed budget.

Required lead times

It is expected that the selected resource is available to start work at UNAIDS HQ in Geneva (Switzerland) within 2 weeks after finalization of the SoW.

It is expected that the selected resource is available to start work within ten days from the initial request made by UNAIDS, from their preferred location, with expectations that some reviews/hand-over may need to be conducted at UNAIDS HQ Geneva.

If the project needs to be initiated in UNAIDS HQ, the resource should be available to start in Geneva (Switzerland) within 2 weeks after finalization of the SoW.

Specific Requirements

- The chosen bidder is expected to have project management skills and experience and use consistent estimating efforts, developing project schedule and staffing plans.
- For software development, the chosen bidder must ensure source integrity and have appropriate tools in place for requirements management, source version control, configuration management, testing, software packaging and set-up.

1.3.2.4 Tenure and Performance of Staff/Resources

After the Statement of Work ("SoW") has been issued, the bidder is expected to commit to keep successful candidates within the TSD teams for the duration of SoW. Any replacement should be subject to mutual agreement between TSD and the bidder. For each mutually agreed replacement, TSD may carry out interviews. Frequent removal of resources during a SoW in progress will be regarded negatively by TSD and may prevent TSD assigning future work to the vendor.

Performances of each particular candidate will be periodically assessed by the bidder and TSD. The results of the assessment may trigger replacement of the resource or influence its acceptance by TSD for future projects.

1.3.2.5 Work permits/ Visa Application

The bidder will be fully responsible for visa/permit applications. Unreasonable delays in having staff on-site due to permit/visa issues will be considered as grounds for cancelling a SoW.

1.3.2.6 Duration of the Agreement

UNAIDS anticipates entering into non-exclusive Long Term Agreements with suppliers for a term of two (2) years with an option to renew for one (1) additional year, expected to start in early August 2011.

1.3.2.7 Prices

The fixed daily rates for the skills quoted by the vendors (submitted for this RFP) will be valid for the duration of this agreement and can only be re-negotiated at the moment of renewal of the whole agreement.

1.3.2.8 Estimated Resource Requirements

Based on the current outsourcing of IT work, TSD estimates that the total workload from the preferred vendors for providing the skills under these agreements should be **2000 person days per year**.

1.3.3 Reporting requirements

SoW proposal

- The bidder will provide CVs of suitable candidates.
- For Model B, the bidder will also provide a proposal including (but not limited to) a technical solution, estimate of the resources required, price quote, timelines, and the onshore/offshore mix of resources.

SoW completion

- A final assessment report needs to be submitted by the bidder according to the requirements specified in the proposal.

1.3.4 Finance and accounting requirements

The bidder will be responsible for the submission of timely and accurate invoices indicating the SoW number, title of the document, rate(s) applied and total amount exclusive of VAT. The invoice should be issued within 30 days after completion of the assigned work.

1.3.5 Performance monitoring

The TSD focal point will monitor the quality and timeliness of resources being supplied, together with quality of deliverables in a timely manner within the defined budget. A formal review may be conducted annually to understand the performance of the bidder and its supplied resources.

1.3.6 Further Capacities

No additional capacity

1.3.7 Definitions

Terminology	Definition
Daily Subsistence Rate (DSA)	is the daily rate in US\$ used to reimburse UNAIDS staff travelling to Geneva for official purposes, to cover their lodging, meals and other expenses while in Geneva.
Mandatory	The roles/resources a bidder is required to bid for, if they are bidding for a particular skill set.
Offshore	All locations not included in onshore
Onshore	This is any location with a proximity to Geneva (maximum of 3 hours direct flight) and with no travel restrictions (visas required)
Optional	The roles/resources a bidder may or may not bid for, in a skill set that they are bidding for.
SoW	“Statement of Work” – the document and contract defining the specific work that the bidder needs to perform, issued against the T’s& C’s of this Framework Agreement.
Skill set	A set of jobs/roles which are deemed to be related for UNAIDS.
Time & Materials	Refers to contracting a resource on a basis where tasks may be defined without specific deliverables.
TSD	The unit “Technology Services Division”, the unit responsible for issuing the RFP in UNAIDS.
Vicinity	Bidder’s resource will need to work from their own premises near UNAIDS HQ, and not automatically allocated office space at UNAIDS. However the resources will need to be readily available to visit HQ on a very regular basis (3-5 times a week) for meetings, reviews etc.)

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 **20th April 2011**, the bidder shall complete and return by email or fax to UNAIDS:

1. The enclosed RFP_Acknowledgement.doc form signed as confirmation of the bidder's intention to submit a *bona fide* proposal and designate its representative to whom communications may be directed, including any addenda; and
2. The enclosed RFP_Confidentiality.doc form signed.
 - Email for submissions of acknowledgement: Bids@unaid.org
 - **Email Subject: Intention to bid RFP-2011-21**

Please note Bid Reference number is also available on UNAIDS website in the Request for Proposals section and in the first page of this document

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

Bidders can choose to bid for **one, and/or more** of the skill sets. When bidding for a skill set, a bidder needs to at least bid for roles marked as "mandatory".

Bidders can choose to bid for **Model A and/or B** on how the resources will be offered to UNAIDS.

The bidder shall indicate precisely which skill sets and Models they intend to provide by completing form RFP_RFPCompleteness.doc.

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
Subject: Bid Ref. RFP-2011-21

UNAIDS will respond in writing (via email only) to any request for clarification of the RFP that it receives prior to **28th April 2011**.

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

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

2.7 Proposal structure

The RFP_Completeness.doc template (see section 2.4) must be accompanied by the following documents

2.7.1 Proposal Submission Form

The bidder's proposal must be accompanied by a Proposal Submission Form (RFP_ProposalSubmissionform.doc), signed by a duly authorized representative of the bidder, stating:

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

- The number of days the proposal is valid (from the date of closing of the RFP).

2.7.2 Information of Firm/Organization submitting Proposal

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

Information of Firm/Organization submitting Proposal	
1	Company Information
1.1	Corporate information
1.1.1	Company mission statement (if applicable)
1.1.2	Quality Assurance / Quality Control mechanisms in place at the company
1.1.3	Organization structure
1.1.4	Geographical presence
1.2	Staffing information
1.2.1	Number and Geographical distribution of staff
1.2.2	Number of consultants employed on similar projects in each of the past three years
1.3	Audited financial statements for the past three (3) years
1.4	Legal information
1.4.1	History of Bankruptcy
1.4.2	Pending major lawsuits and litigations in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement)
1.4.3	Pending Criminal/Civil lawsuits
1.5	Contractual relationships
1.5.1	Contractual programmes (with other UN agencies or International Organizations)
1.5.2	Company Certifications and certification status
1.6	Proposed sub-contractor arrangements including company information (as above for each sub-contractor)
2	Experiences and Reference Contact Information (list and provide up to five (5) detailed examples of relevant experience gained within the past five years of the issuance of this RFP that demonstrate the contractor's ability to deliver a solution that substantially demonstrates the functional and technical requirements of this RFP)
2.1	Project Name (project one)
2.1.1	Project Description including but not limited to project starting date and duration, project and contract value, and total FTE involved for the company
2.1.2	Status (under development/implemented)
2.1.3	Reason for Relevance (provide reason why this project can be seen as relevant to this RFP)
2.1.4	Roles and responsibilities (list and clearly identify the roles and responsibilities for each participating Organization)
2.1.4.1	Client Role and Responsibility
2.1.4.2	Contractor Role and Responsibility. Previous contractor role in project
2.1.4.3	Third party contractors Role and Responsibility. Previous specified 3 rd party role in project.
2.1.5	Team members (indicate relevant members of the team from the project that will be used in the performance of services)

Note: The information on the Firm/Organization should not exceed 10 A4 pages of information.

2.7.3 Technical Proposal

The bidder should include in this section all relevant information for UNAIDS to evaluate the proposal, including information relating to coverage of UNAIDS needs and requirements, as specified in section 1. UNAIDS is trying to assess if the bidder is able to provide quality resources in a timely manner. The technical proposal needs to address how the bidder intends to supply resources for the requirement of projects by UNAIDS. It should also contain a clear understanding of what the bidder understands about UNAIDS requirements and the responsibilities of all the parties.

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**

Define what the bidder has understood about what UNAIDS needs. Include any assumptions as well as comments on the services (skill sets and Models) as indicated in the Technical Specifications, or as the bidder may otherwise believe to be necessary.

b) **Proposed Approach, Methodology, Timing and Outputs**

For each of the Models (Section 1.3.2.3), define the approach that the bidder would take, including (but not limited to) the methodology for creating the technical solution, estimating resources and time required to complete the request. The bidder also needs to details how available resources would be identified and mobilized to meet UNAIDS requirements. Detail any other comments or suggestions to understand the process that the bidder would undergo.

c) **Quality of IT staff**

Provide specific information about the staff in the bidder's organization, related to the skill sets defined in Section 1.3.2.2. This should include (but not be limited to) describing:

- What recruitment tools the bidder uses (recruitment consultants, advertising on job sites etc.) to hire staff?
- What interview process does the bidder use to evaluate potential staff (interview, written tests, case studies etc.)?
- How long does the recruitment process typically take?
- What percentage of the bidder's staff are: fixed/permanent, on short-term contracts, and freelance consultants (subcontractors), and any other contract-type that may be used?
- What training staff undergo before working with potential clients? What on-going training are they provided?
- How many years does IT staff typically (on average) stay with the bidder's organization?
- How does the bidder pay its staff (salary, commission, contract-based bonus etc.)? How does the bidder reward its staff for excellent work or rebuke for unsatisfactory work?

d) **Timeliness/ Availability of staff**

Provide specific information on how the bidder would provide quality staff to UNAIDS in a timely manner, including answering:

- What mobilization strategy does the bidder use?
- Typically, what percentage of staff are available (not assigned to projects or clients) at any given time?
- How are staff allocated to projects/clients?
- What is the procedure for attaining visas (if applicable)? How long does it typically take?

In addition, complete the spreadsheet **Staffskillsets.xls**, which details the number of staff and their geographic distribution, according to roles required.

e) **Support for staff on client sites**

Provide specific information on how staff are supported on client sites, including (but not limited to):

- What process does the bidder use for monitoring the work of their staff on client site?
- Is there an account manager in contact with their staff? Does the staff have a "mentor"?
- What communication channels are used between staff and bidder?
- What support mechanism exists if the staff is unable to carry out the required work?
- What is the escalation process from the staff's perspective?
- What logistical support/ policies does the bidder have for staff travelling to client sites in different countries? What type of accommodation do they receive? Are they paid on expenses or fixed allowance?

c) **Examples of staff employed**

For each of the resources the bidder is providing, include an example of the curriculum vitae of the potential candidate, specifically their relevant experience and qualification.

Note: The information on the technical proposal should not exceed 10 A4 pages of information. This excludes the **Staffskillsets.xls** spreadsheet and the curriculum vitae of potential resources.

2.7.4 Financial Proposal

The bidder's **separate sealed** price component must contain a completed copy of **FinancialProposal.xls** an overall quotation of the daily rates 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.

In the financial proposal, the bidder needs to specify if the “rates/day” quoted by the bidder is applicable to Model A and/or B. A bidder may choose to bid for one or both models.

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

- (a) the all-inclusive daily rates; and
- (b) the period of validity of the bid.

IMPORTANT: the daily rate should NOT include a provision for travel costs or living costs for any of the bidder’s resources travelling to UNAIDS HQ in Geneva against a proposed SoW. UNAIDS will reimburse the bidder for travel costs (as per UNAIDS travel policies) and provide a Daily Subsistence Rate (DSA) as an allowance to account for lodging, meals and other expenses incurred while in Geneva. The current DSA for Geneva is approximately USD 400/ day.¹

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

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

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

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

¹ This rate is indicative. The rate is reviewed and revised monthly to reflect changes in cost of living.

2.8 Format and Signing of Proposals

The bidder shall submit the proposal in **one external envelope** marked clearly **Bid Ref RFP-2011-21 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/2011-21 (NB. Please refer to the first page for the Bid Reference Number)**

20, Avenue Appia

CH-1211 Geneva 27

Switzerland

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

This first internal sealed envelope must contain **2** hard copies of the complete technical proposal. Each complete technical proposal should include the following:

- Hard copy of proposal (as specified in section 2.7.3) and supporting documents (marked clearly **Bid Ref RFP-2011-21**)
- Signed Proposal Submission Form (see Annex 1 to this RFP)
- One CD-ROM containing electronic copy of the technical proposal only and supporting documents

The second internal sealed envelope must contain the financial proposal and its cover letter as specified in section 2.7.4. **2** copies of the complete financial proposal must be included and a separate CD-ROM containing only the financial proposal must be included.

NOTE 2 ELECTRONIC SUBMISSION: If preferred, the proposal may instead be forwarded to two secure email accounts. The "Technical Proposal" shall be forwarded to TechnicalBids@unaid.org and the "Financial Proposal" forwarded separately to FinancialBids@unaid.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 17:00 on 9th May 2011 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

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

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

2.12 Receipt of Proposals from Non-invitees

UNAIDS may, at its own discretion, extend the RFP to bidders that were not included in the individual invitation list if this is necessary and in the interest of UNAIDS.

2.13 Amendments of the RFP

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

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

3. OPENING AND EVALUATION OF PROPOSALS

3.1 Opening of Proposals

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

A public opening of bids will be carried on **10th May 2011 at 2pm** in the UNAIDS premises. Bidders wishing to attend the session (at their own cost) should inform UNAIDS in advance via email (to the address specified in section 2.6) if they plan to attend; only bidders or named representatives are allowed. Non-attendance has no implication on the evaluation of the bids.

3.2 Clarification of Proposals

UNAIDS may, at its discretion, ask any bidder for clarification of any part of its proposal to assist in the examination, evaluation and comparison of proposals. The request for clarification and the response shall be in writing. No change in

price or substance of the proposal shall be sought, offered or permitted during this exchange.

3.3 Preliminary Examination of Proposals

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

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

3.4 Technical Evaluation of Proposals

A two-stage procedure will be utilized in evaluating the proposals, with technical evaluation of the proposal being completed prior to any evaluation of the Financial Proposal.

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

- the quality of the overall proposal (**10 Points**);
- the appropriateness of the proposed approach (**15 Points**);
- the quality of the proposal, including:
 - information on the capacity and methodology of the bidder to recruit quality staff,
 - Information on the process for making resources available in a timely manner, and
 - Information on the support process that the bidder uses to facilitate the work of resources on client premises (**30 Points**);
- the experience of the firm in carrying out related projects, (**15 Points**);
- the qualifications and competence of the personnel proposed for the assignment (**10 Points**);

Bidders that are successful in the technical evaluation will be invited to give a presentation (20 points).

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The points allocated to the technical proposal correspond to 60% of the total obtainable points.

3.5 Financial Proposal Evaluation

The financial proposal will only be evaluated if the technical proposal achieves a minimum of 70% of the total allocable points for the technical evaluation and 70% of the total allocable points for the presentation. Proposals failing to obtain this minimum threshold will not be eligible for further consideration.

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

This maximum number of points will be allocated to the lowest price proposal. All other price proposals will receive points in inverse proportion according to the following formula:

Points for the price component of a proposal being evaluated = ([Maximum number of points for the price component] x [Lowest price]) / [Price of proposal being evaluated]

The financial proposals will be evaluated separately for each skill set, such that bidders are not penalized for only bidding for one skill set, rather than multiple skill sets.

3.6 Bidders' Presentations

At the discretion of UNAIDS, selected bidders may be invited to supply additional information on the contents of their proposal during the evaluation period. Such bidders could be asked to give a presentation of their proposal (possibly with an emphasis on a topic of UNAIDS's choice) followed by a question and answer session. If UNAIDS determines that there is such a need, the presentation will be held at UNAIDS Headquarters in Geneva, or by videoconference/Internet. Bidders will be given reasonable time to prepare for the presentation. Presentations are expected to be held in early June 2011.

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

4. AWARD OF CONTRACT

4.1 Award Criteria, Award of Contract

UNAIDS reserves the right to accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or any obligation to inform the affected bidder or bidders of the grounds for the UNAIDS' action.

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

UNAIDS has the right to eliminate bids throughout the evaluation process. However, UNAIDS is under no obligation to state the reasons for elimination to the bidder.

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

4.1.1 UNAIDS's Right to modify Scope or Requirements during the Proposal Process

UNAIDS reserves the right to, at any time during the proposal process, modify the scope of services and goods specified in the RFP. At any step in the evaluation process, UNAIDS reserves the right to issue an amendment to the RFP detailing the change to only those bidders that have not been officially eliminated due to technical reasons at that point in time. Official elimination is signified by a direct communication to that effect from UNAIDS.

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

UNAIDS reserves the right, at the time of award of contract, to extend/revise the scope of services and goods specified in the RFP without any change in base price of services (e.g. day rate for resources) or other terms and conditions.

4.2 UNAIDS's Right to enter into Contract Price Negotiations

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

4.3 Signing of the Contract

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

5. GENERAL AND CONTRACTUAL CONDITIONS

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

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

Services under this Contract will be supplied on a "time & materials" basis (Model A) and fixed-price basis (Model B) 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's part to make any additional payments whatsoever to any party.

- 3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and be delivered to UNAIDS free and clear of any and all liens, claims, charges, security interest and any other encumbrances of any nature whatsoever.
- 4) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on the copyright of any document or other material (whether machine readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of this Contract.
- 5) Except as otherwise explicitly provided in this Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to UNAIDS, to perform its obligations hereunder.
- 6) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.

5.4 Legal Status

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

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

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

Nothing in or relating to the agreement with the Contractor shall be deemed a waiver of any of the privileges and immunities of UNAIDS in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

5.5 Relation Between the Parties

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

5.6 Waiver of Breach

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

5.7 Liability

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

5.8 Assignment

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNAIDS.

5.9 Officials not to Benefit

The Contractor warrants that no official of UNAIDS has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract. The Contractor also warrants that it is not and will not be involved in, or associated with, any entity involved in terrorism.

5.10 Indemnification

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNAIDS, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including

their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or 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

Bidders will either be requested to perform the services at UNAIDS HQ in Geneva (Model A and B), or they will be requested to perform the services at their own work place, with travel potentially required to Geneva for reviews (Model C).

5.14 Language

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

5.15 Confidentiality

Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no

obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of this Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.

The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of this Contract. (These obligations shall not lapse upon termination of the contract).

5.16 Confidential Nature of Documents and Information

All maps, drawings, photographs, mosaics, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNAIDS, shall be treated as confidential and shall be delivered only to UNAIDS authorized officials prior to completion of work under this Contract.

The Contractor may not communicate at any time to any other person, Government or authority external to UNAIDS, any information known to it by reason of its association with UNAIDS which has not been made public except with the authorization of UNAIDS; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

5.17 Title Rights

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

UNAIDS reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.

At UNAIDS's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist UNAIDS in securing such proprietary rights and transferring them to UNAIDS in compliance with the requirements of applicable law.

5.18 Cancellation

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

- 1) At will with the provision of thirty (30) days prior notice in writing;

- 2) In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or
- 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.

- a) 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.
- b) 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.

- c) If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, UNAIDS shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in section 5.18 *Cancellation*, except that the period of notice shall be seven (7) days instead of thirty (30) days.

5.20 Use of UNAIDS and WHO name and emblem

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

5.21 Successors and Assignees

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

5.22 Payment

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

5.23 Title to Equipment

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

5.24 Insurance and Liabilities to Third Parties

The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

- a) Name UNAIDS as additional insured;
- b) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNAIDS;
- c) Provide that UNAIDS shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

5.25 Settlement of Disputes

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

5.26 Observance of the Law

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

5.27 Authority to Modify

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be

valid and enforceable against UNAIDS unless provided by an amendment to this Contract signed by the authorized official of UNAIDS.

5.28 Privileges and Immunities

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of UNAIDS and/or the World Health Organization in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.

5.29 Personnel

5.29.1 Approval of Contractor Personnel

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

The Contractor acknowledges that the skill and experience of the Contractor's personnel proposed to be assigned to the project are material elements in UNAIDS's engaging the Contractor for the project. Therefore, in order to ensure timely and cohesive completion of the project, both parties intend that personnel initially assigned to the project continue through to project completion. Once an individual has been approved and assigned to the project, such individual will not thereafter be taken off the project by the Contractor, or reassigned by the Contractor to other duties involving comparable employment by the Contractor while the project is in progress and for so long as there has been no suspension. Circumstances may arise, however, which necessitate that personnel be substituted during the progress of work due to delays or due to promotions, termination, sickness, vacation or other similar material change in the employment circumstance of the employee, at which time a replacement of comparable background and experience may be substituted, subject to approval of UNAIDS.

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

5.29.2 Project Managers

Each party shall appoint a qualified project manager ("Project Manager") who shall serve as such party's primary liaison throughout the course of the LTA

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.