

Title

Request for Proposal (RFP)

Bid Reference IVR/HVI/RFP2009-1

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1. INTRODUCTION

1.1 Objective of the RFP

The purpose of this Request for Proposal (RFP) is to enter into a contractual agreement with a successful bidder and select a suitable contractor to carry out **the development of the African AIDS Vaccine Program (AAVP) Business Plan for 2010-2015, including the development of a resource mobilization strategy.**

WHO is an Organization that is dependent upon Member State funding for its activities. Therefore, it is vitally important that non health-related items that provide infrastructure support for the delivery of health services be cost-effective. For this reason, Vendors are requested to propose the best and most cost-effective solution to meet WHO requirements, while ensuring a high level of service.

1.2 About WHO

1.2.1 WHO Mission Statement

The World Health Organization was founded in 1948 as a specialized agency of the United Nations. The objective of WHO (*www.who.int*) is the attainment by all peoples of the highest possible level of health. Health, as defined in the WHO Constitution, is a state of complete physical, mental and social well being and not merely the absence of disease or infirmity.

1.2.2 Structure of WHO

The World Health Assembly (WHA) is the supreme decision-making body for WHO. It generally meets in Geneva in May of each year and is attended by delegations from all 193 Member States. Its main function is to determine the policies of the Organization. The Health Assembly appoints the Director-General, supervises the financial policies of the Organization, and reviews and approves the proposed programme budget. It similarly considers reports of the Executive Board, which it instructs with regard to matters upon which further action, study, investigation or report may be required.

The Executive Board of the WHA is composed of 34 members technically qualified in the field of health and elected for three-year terms. The main functions of the Board are to give effect to the decisions and policies of the WHA, to advise it and generally to facilitate its work. The Board meets at least twice a year; the main meeting is usually in January, and the second is in May, following the World Health Assembly.

The Secretariat of WHO is staffed by some 8,300 health and other experts and support staff working at headquarters, in the six regional offices and in countries. The Secretariat is headed by the Director-General, who is appointed by the WHA on the nomination of the Executive Board. The current Director-General is Dr Margaret Chan. The technical and administrative head of each regional office is a Regional Director. Regional directors are appointed by the Executive Board in agreement with the relevant regional committee. Staff of regional offices is appointed by agreement between the Director-General and the relevant regional director.

1.2.3 Description of WHO-UNAIDS HIV Vaccine Initiative (HVI)

WHO and UNAIDS through the WHO-UNAIDS HVI provides technical, financial and administrative support located in WHO/IVR for the African AIDS Vaccine Programme (AAVP) activities.

AAVP is a network of African HIV Vaccine stakeholders, committed to promoting HIV vaccine development for Africa, through research, advocacy, partnership, and contribution to capacity strengthening and policy development. The vision of the African AIDS Vaccine Programme (AAVP) is an AIDS-free Africa through an effective vaccine. To attain its vision, the AAVP has adopted a new 5-Year Strategic Plan 2007-2011, which is based on the implementation of multi-disciplinary collaborative and training programmes across Africa.

1.3 Definitions, Acronyms and Abbreviations

AAVP: African AIDS Vaccine Programme

SC: Steering Committee

ATAP: African AIDS Vaccine Programme Transition Advisory Panel

DESCRIPTION OF SUBJECT / PRESENT ACTIVITIES

1.4 Overview

The African AIDS Vaccine Programme (AAVP) was created in 2000 by a joint initiative of the World Health Organization (WHO) and the Joint United Nations Programme on HIV/AIDS (UNAIDS). AAVP represents a network of African AIDS vaccine stakeholders, led by Africans across the continent and guided by a vision of an AIDS-free Africa through an effective vaccine. Since its start, AAVP has become an active contributor to the field of AIDS vaccine development. The mission of AAVP is to promote HIV vaccine development for Africa through research, advocacy, partnership, and contribution to capacity strengthening and policy development. The programme's core activities primarily aim is to contribute to the development of appropriate (policy, legal, regulatory and ethical) frameworks in the context of the African continent and facilitate strengthening the HIV vaccine research in Africa. As of to date, the AAVP Secretariat has been hosted at the WHO-UNAIDS HIV Vaccine Initiative (WHO-UNAIDS HVI).

In 2006, a new AAVP Strategic Plan 2007-2011 was developed after an extensive consultation with all global stakeholders working in HIV vaccine R & D, which paves the way for innovative changes with an ultimate goal of positioning AAVP as a member of the alliance of organizations that contribute to the mission and vision of the Global HIV Vaccine Enterprise (the Enterprise).

http://www.who.int/vaccine_research/diseases/hiv/aavp/aavp_strat_plan2007_2011.pdf

The new Strategic Plan identifies five strategic directions for AAVP:

- Capacity-strengthening by building the capacity of African countries to play a significant role in the development and evaluation of HIV vaccines;
- Advocacy by promoting increased HIV vaccine support and vaccine-related activities in Africa
- Policy development by producing relevant guidelines and supporting countries to develop national policies
- Community Involvement by raising the level of community involvement in HIV vaccine R&D
- Networking by building new and maintaining the existing networks of key stakeholders across the African continent.

As part of the new framework, AAVP has also identified a discrete number of selected "Work Areas – WA's" to be implemented by the AAVP Secretariat and the selected AAVP Coordinating Resource Facilities (CRF's) which are based in African countries. These WA's reflect activities where AAVP has a comparative advantage and add significant value:

- Country-based strategic planning: To support countries in developing national policies and strategies to sustain ongoing research, including the development of national HIV vaccine plans
- Regulatory issues: To ensure an increased support for national regulatory bodies and building greater regulatory capacity in countries
- Biomedical research: To facilitate training of African researchers and building networks between scientists and clinicians in Africa
- Communication and media: To improve communication and information sharing on various HIV vaccine research issues and provide training to media and community representatives
- Ethics, law and human rights: To support countries in addressing the ethical and legal challenges related to HIV vaccine research and clinical trials

Finally, the extensive consultations with all key stakeholders have strongly suggested that AAVP would be better positioned and would have a clearer identity and opportunities in the global context if AAVP is

further developed as a fully independent operational African programme outside of the WHO-UNAIDS HVI led by Africans and based in Africa. This proposal was later endorsed by participants of the last AAVP Forum 2007 and the AAVP Steering Committee (SC) held in November 2007, Abuja, Nigeria. It was recommended to initiate a planning process to ensure a smooth transition of the AAVP towards an Africa-based organization. These plans should be presented at the next AAVP Forum in December 2009 in Kampala, Uganda.

Expected Roles of the AAVP Office and its Secretariat in Africa

- Closely liaise with the AAVP SC and organize its regular meetings (1-2 times per year).
- Ensure networking between AAVP Coordinating and Resource Centres and facilitate the development of plans for activities in each of the work areas.
- Provide support to the function, advocacy and fundraising activities of the AAVP High Representative.
- Provide the necessary mechanisms for the management, monitoring and reporting of the AAVP grants.
- Link and network with national, regional, and international HIV prevention and vaccine R & D communities consistent with the mission and vision of the Enterprise
- Organize regular AAVP Forums

Expected role of AAVP Director

- Provide a leadership role in ensuring that AAVP fulfils strategic objectives under the advice of the AAVP SC.
- Provide a leadership role in planning, organization and secretarial support for the organization of AAVP Forums that take place once every 2 years.
- Lead fund-raising activities for AAVP

1.5 Objectives of the activity

The objective of this activity is to support the planning process of developing AAVP as a fully independent operational African programme outside of WHO-UNAIDS HVI, based in Africa and led by Africans, and ensure a smooth transition of the AAVP headquarters from Geneva to Africa.

A phased approach will be used with a generic business plan developed during Phase I based on the AAVP Strategic Plan 2007-2011, prior to the identification of the new AAVP host institution in Africa - a process that has already been initiated by AAVP Secretariat under the guidance of an AAVP Transition Advisory Panel (ATAP) ([Terms of Reference and the timelines are attached in Annex](#)).

The phase I Business Plan will provide a framework communicating the vision of ATAP to the host institution and providing guidance on what is expected. The Phase I Business plan will be presented at the next AAVP Forum in December 2009 in Kampala, Uganda. At the same meeting, the decision on the selected host institution will be communicated. During Phase II, the Business plan will be molded to fit the selected host institution with the collaboration of the selected Director.

1.6 Activity coordination

The activity will be coordinated by the AAVP secretariat at WHO-UNAIDS HVI in Geneva in collaboration with members of the AAVP Transition Advisory Panel (ATAP).

- Monthly meetings will be held with the AAVP secretariat to review each step and update the roadmap.
- The contractor will conduct interviews with members of ATAP to discuss the draft Business Plan
- The draft Business Plan will be discussed to include comments from the ATAP and the AAVP secretariat

2. FUNCTIONAL REQUIREMENTS

2.1 Introduction

WHO-UNAIDS HVI requires the successful bidder, the Contractor, to develop a Business Plan for the African AIDS Vaccine Program (AAVP) as a follow up of the present AAVP Strategic plan 2007-2011

The Business Plan will be developed in two phases.

During phase I, prior to the identification of the new AAVP host institution, a generic Business Plan will be developed based on the AAVP Strategic Plan 2007-2011 to provide a framework to communicate the vision of the co-ordinating committee to the host institution. This generic business plan will provide guidance to the new host and director as to what is expected.

During Phase II, the generic Business Plan will be modified with input from the new host institution and finalized after appointment of the new director so as to reflect the institution's and director's specific capacity-building requirements needed to carry out the mandate of the AAVP and implement its strategic plan.

2.2 Characteristics of the provider

2.2.1 Status

- The provider shall be a public institution or a private consultancy firm operating in the field of programme development, administration and management, with proven expertise in the development of Business Plans for large-scale national and international research and public health collaborative and networking programmes.

2.2.2 Accreditations

- An accreditation (ISO _____) or an on-going accreditation process by a certified accreditation body will be an asset.

2.2.3 Previous experience

- Previous work with WHO, UNAIDS or other international institutions operating in the field of public health and health related programmes.
- Proven experience in developing Business Plans for Health Research organizations.

2.2.4 Logistic capacity

Existence of a fully functional office and logistical support to implement this activity.

2.2.5 Staffing

- Staff dedicated to the formulation or evaluation of Business Plans on a full-time basis.

2.3 Work to be performed

The selected applicant will develop a Business Plan for AAVP. Elements of the work to be considered include:

- Review of the existing AAVP Strategic Plan and associated support documents.

Based on those;

Unit Name

- Provide a considered and logical framework within which AAVP can develop and pursue strategies between 2010 and 2015.
- Advice on logistic issues, human resources mobilization, administration and organizational structure.
- Develop a viable legal status for AAVP.
- Develop terms of reference for the AAVP Director and secretariat of the AAVP office in Africa.
- Develop the operating model, and a clear governance structure.
- Develop targets and performance criteria.
- Create a clear and feasible implementation roadmap.
- Define financial requirements and investigate possible options for resource mobilization.
- Propose a growth strategy and a growth budget.
- Develop a financial plan, financial statement and operating statement for AAVP.

The Business Plan should:

- Be adopted as an operational model by the AAVP HQ and centres of excellence.
- Serve as a basis for discussion with third parties such as donors, stakeholders etc.
- Offer benchmark against which actual performance will be measured and reviewed.

2.3.1 Key requirements

- Extensive experience working in the area of Global Public Health, HIV vaccines, organizational and business plan development
- Good understanding of how various alliances and organizations operate in the field of HIV vaccine R&D.
- Knowledge of African networks and their interaction

2.3.2 Reporting requirements

The selected applicant will have monthly meetings with the AAVP secretariat to give update on progress and provide a monthly interim report that will be shared with ATAP members. A final report should be submitted at the end of the three months period for discussion and approval by the ATAP and the AAVP secretariat.

2.3.3 Finance and accounting requirements

WHO-UNAIDS HVI will allocate between 75000 to 150000 US dollars to this contract. A financial report will be provided at the end of work with detailed budget and expenses.

2.3.4 Performance monitoring

Progress will be monitored on a monthly basis by the ATAP and AAVP secretariat.

2.3.5 Further Capacities

N/A

3. INSTRUCTIONS TO BIDDERS

Bidders should follow the instructions set forth below in the submission of their proposal to WHO.

3.1 Language of the Proposal and other Documents

The proposal prepared by the bidder, and all correspondence and documents relating to the proposal exchanged by the bidder and WHO/UNAIDS HVI shall be written in the English language.

3.2 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. WHO-UNAIDS HVI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

3.3 Contents of the Proposal

Proposals must offer services for the total requirement. Proposals offering only part of the requirement may be rejected.

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

3.4 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 WHO and performing the contract.

3.5 Communications during the RFP Period

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify WHO-UNAIDS HVI via email at the following address:

Email for submissions of all queries: osmanovs@who.int
(use subject: WHP Bid Ref. **IVR/HVI/RFP2009-1**)

The WHO-UNAIDS HVI Team will respond in writing (via email only) to any request for clarification of the RFP that it receives prior to the closing date of the proposal. A consolidated document of WHO-UNAIDS HVI's response to all questions (including an explanation of the query but without identifying the source of enquiry) will be sent to all prospective bidders who have received the RFP. 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 WHO or UNAIDS officials concerning the RFP process for the relevant project, from the date of issue of this RFP to the final selection, other than with the WHO-UNAIDS HVI Project Manager and/or Officials designated by the Project Manager.

3.6 Format and Signing of Proposals

The bidder shall submit four (4) hard copies each of the complete proposal by the closing date set forth in section 3.9 to the address in the section 3.7. Each complete proposal should include the following:

Hard copy of proposal and supporting documents (marked clearly **Bid Ref IVR/HVI/RFP2009-1**)
Signed Acceptance Form RFP_ **IVR/HVI/RFP2009-1**_Acceptance_Form.doc

- CD-ROM containing electronic copy of proposal and supporting documents

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

- 1) The four (4) copies shall be labelled "Master Copy" and "Copy1", "Copy2" and so on, as appropriate. 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 four (4) 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 four (4) 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 initialled by the person or persons signing the proposal.
- 5) The electronic copies of the proposal and supporting documents on the four (4) CD-ROMs should be in PDF, or MS Word compatible format. The Responses to the Functional Requirements should be submitted in the XLS file format supplied by WHO-UNAIDS HVI and using the template distributed with the RFP. The Financial Proposal should be submitted in the XLS file format supplied by WHO-UNAIDS HVI and using the template distributed with the RFP. The Proposed Timeline project plan should be either in MS Project MPP, XLS or PDF format.

3.7 Sealing and Marking of Proposals

Four (4) copies of the complete proposal must be sent by registered mail, via courier or hand delivered, in a **sealed** envelope or parcel to the following address:

Office M129
Bid Ref: IVR/HVI/RFP2009-1
Attn: Dr Saladin Osmanov
World Health Organization
20, Avenue Appia
CH-1211 Geneva 27
Switzerland

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

3.8 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 WHO-UNAIDS HVI. In exceptional circumstances, WHO-UNAIDS HVI 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.

3.9 Closing Date for Submission of Proposals

Proposals must be received at WHO at the address specified in section 3.7 no later than 1 May 2009 at 14 PM, Geneva time.

WHO-UNAIDS HVI 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 WHO-UNAIDS HVI after the closing date for submission of proposals will be rejected. Only hard copies are acceptable as official bid entries. No emailed proposals will be accepted as an official bid.

3.10 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 notice via email and fax of the withdrawal is received by WHO-UNAIDS HVI prior to the closing date.

The bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched to be received before the closing date in accordance with section 3.9. The withdrawal notice may also be sent by email but must be followed by a signed confirmation copy received by the closing date.

- Email for withdrawal of proposal: osmanovs@who.int

No proposal may be modified after the closing date for submission of proposals, unless WHO-UNAIDS HVI has issued an amendment to the RFP allowing such modifications (see section 3.12).

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.

3.11 Receipt of Proposals from Non-invitees

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

3.12 Amendments of the RFP

At any time prior to the closing date for submission of proposals, WHO-UNAIDS HVI 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.

3.13 Proposal structure

- Project title and objectives
- Applicant(s) Full name (s) and address
- Institutional affiliation
- Collaborating institutions
- Duration of Project, timeline and Funds requested
- Budget

- Declaration of the agreement of the applicant

3.13.1 Acceptance Form

The bidder's proposal must be accompanied by a transmittal letter signed by a duly authorized representative of the bidder and states:

- That the proposal meets the requirements of the RFP.
- The total cost of the proposal, indicating the United Nations convertible currency used (preferably US Dollars).
- The number of days the proposal is valid (from the date of the form).

3.13.2 Executive Summary

The bidder's proposal must be accompanied by an Executive Summary in the CSDMS VOL. II - Proposed Solution.

3.13.3 Information of Firm/Organization submitting Proposal

| Information of Firm/Organization submitting Proposal | |
|--|---|
| 1 | Company Information |
| 1.1 | Corporate information |
| 1.1.1 | Company mission statement |
| 1.1.2 | Service commitment to customers and measurements used |
| 1.1.3 | Organization structure |
| 1.1.4 | Geographical presence |
| 1.1.5 | Relevant experience (include description of the part of your Organization devoted to providing the services being considered) |
| 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 |
| 1.2.3 | Staff turnover rate for 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 software contractors) |
| 1.5.2 | Contractual certification programs 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 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 |
| 2.1.2 | Status (under development/implemented) |
| 2.1.3 | Reason for Relevance (provide reason why this project can be seen as relevant to the CSDMS project) |
| 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 CSDMS project) |

4. OPENING AND EVALUATION OF PROPOSALS

4.1 Opening of Proposals

WHO-UNAIDS HVI will open the proposals in the presence of a Committee formed by WHO-UNAIDS HVI at the WHO Headquarters office in Geneva, Switzerland on **1 May 2009 at 14:00 CET**. Each proposal will be opened during the session, each bidder will be announced and each Financial Proposal total cost will be read aloud. Bidders may wish to attend the session (at their own cost) and should inform WHO-UNAIDS HVI in advance via email if they plan to attend. Non-attendance has no implication on the favourable or unfavourable evaluation of an individual bid.

4.2 Clarification of Proposals

WHO 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.

4.3 Preliminary Examination of Proposals

WHO will examine the proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the proposals are generally in order.

Please note that WHO-UNAIDS HVI 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 WHO's general principles, including economy and efficiency, WHO-UNAIDS HVI does not bind itself in any way to select the firm/institution offering the lowest price.

4.4 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 focus on or comparison of price.

The technical evaluation of proposals will be accomplished by a Selection Panel, the ATAP. The Selection Panel will evaluate all proposals which have passed the Preliminary Examination of Proposals according to:

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

The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process.

4.5 Financial Proposal Evaluation

During the Financial Proposal Evaluation, the price proposal of all bidders will be compared as well as the reasonableness within the anticipated cost range as indicated in 2.3.3, and adequacy and qualifications of staff

4.6 Bidders' Presentations

At the discretion of WHO-UNAIDS HVI, selected bidders may be invited to supply additional information on the contents of their proposal during the evaluation period. Such bidders will be asked to give a presentation of their proposal (possibly with an emphasis on a topic of WHO-UNAIDS HVI's choice) followed by a question and answer session.

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

5. AWARD OF CONTRACT

5.1 Award Criteria, Award of Contract

WHO-UNAIDS HVI 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 WHO-UNAIDS HVI's action.

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

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

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

5.2 WHO-UNAIDS HVI's Right to modify Scope or Requirements during the Proposal Process

WHO-UNAIDS HVI 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, WHO reserves the right to issue an amendment to the RFP detailing the change to only those bidders who 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 WHO.

5.3 WHO-UNAIDS HVI's Right to Extend/Revise Scope or Requirements at Time of Award

WHO-UNAIDS HVI 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.

5.4 WHO-UNAIDS HVI's Right to enter into Contract Price Negotiations

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

5.5 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 WHO-UNAIDS HVI according to the instructions provided at that time. If the bidder does not accept the contract terms without changes, then WHO-UNAIDS HVI has the right not to proceed with the selected bidder and instead contract with another bidder of its choice.

6. GENERAL AND CONTRACTUAL CONDITIONS

The general terms and conditions of the contractual agreement ("the Contract") between WHO-UNAIDS HVI 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 WHO-UNAIDS HVI;
- conditions concerning the termination of the contract(s);
- clear deliverables and acceptance procedures;
- payment terms tied to the satisfactory completion of the work;
- training and post implementation support;
- allowance for changes;
- warranties and representations;
- notices.

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

6.1 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.

6.2 Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to WHO-UNAIDS HVI in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect WHO or UNAIDS and shall fulfil its commitments with the fullest regard to the interests of WHO-UNAIDS HVI.

6.3 Warranties

The Contractor will warrant and represent to WHO-UNAIDS HVI 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 WHO-UNAIDS HVI 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 WHO-UNAIDS HVI to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based, so as to permit WHO-UNAIDS HVI to fully exercise its rights in the deliverables and the software without any obligation on WHO-UNAIDS HVI'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 WHO-UNAIDS HVI 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 WHO-UNAIDS HVI, 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.

6.4 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 WHO-UNAIDS HVI 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. WHO 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 WHO or 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 WHO 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.

6.5 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.

6.6 Waiver of Breach

The waiver by an act, omission or knowledge of either 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.

6.7 Liability

The Contractor hereby indemnifies and holds WHO-UNAIDS HVI 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 WHO-UNAIDS HVI 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.

6.8 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 WHO-UNAIDS HVI.

6.9 Officials not to Benefit

The Contractor warrants that no official of WHO-UNAIDS HVI 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.

6.10 Indemnification

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, WHO-UNAIDS HVI, 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)

6.11 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 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.

6.12 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 WHO-UNAIDS HVI at a later time. In any event, the total responsibility for the Contract rests with the prime contractor.

6.13 Place of Performance

To be confirmed based on the contractor's selection.

6.14 Language

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

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

6.16 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 WHO, shall be treated as confidential and shall be delivered only to WHO-UNAIDS HVI 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 WHO-UNAIDS HVI, any information known to it by reason of its association with WHO-UNAIDS HVI which has not been made public except with the authorization of WHO-UNAIDS HVI; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

6.17 Title Rights

- 1) This is a work made for hire. WHO-UNAIDS HVI 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 the Organization by the Contractor.
- 2) WHO-UNAIDS HVI 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 WHO-UNAIDS HVI's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist WHO in securing such proprietary rights and transferring them to WHO in compliance with the requirements of applicable law.

6.18 Cancellation

WHO-UNAIDS HVI 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 fulfilment, will not be respected.
- 4) In addition, WHO-UNAIDS HVI 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 WHO; or
 - b. Adjudicated bankrupt or formally seeks relief of his financial obligations.

6.19 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 WHO-UNAIDS HVI 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 6.17 *Title rights*, deliver to WHO-UNAIDS HVI 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 WHO-UNAIDS HVI, 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 WHO-UNAIDS HVI 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, WHO-UNAIDS HVI shall take such action as, in its sole discretion, it considers being 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, WHO-UNAIDS HVI shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in section 6.18 *Cancellation*, except that the period of notice shall be seven (7) days instead of thirty (30) days.

6.20 Use of WHO and UNAIDS names and emblems

Without WHO-UNAIDS HVI's prior written approval, the Contractor shall not, in any statement of an advertising or promotional nature, refer to the Contract or his relationship with WHO-UNAIDS HVI. In no case shall the Contractor use the name or the emblem of the World Health Organization, of the Joint United Nations Programme on HIV/AIDS, or any abbreviation thereof, in relation to its business or otherwise.

6.21 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 WHO-UNAIDS HVI.

6.22 Payment

Payment will be made against presentation of an invoice in a UN convertible currency (preferably US Dollars) for each deliverable and subject to WHO's acceptance of each such deliverable. Any payments by WHO-UNAIDS HVI to the Contractor shall reflect any tax exemption to which WHO is entitled by reason of the immunity it enjoys. WHO-UNAIDS HVI is exempt from all direct taxes, customs duties and the like and the Contractor shall consult with WHO-UNAIDS HVI 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 WHO-UNAIDS HVI to enable reimbursement thereof.

6.23 Title to Equipment

Title to any equipment and supplies that may be furnished by WHO-UNAIDS HVI shall rest with WHO-UNAIDS HVI and any such equipment shall be returned to WHO-UNAIDS HVI at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to WHO-UNAIDS HVI, 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 WHO-UNAIDS HVI for equipment determined to be damaged or degraded beyond normal wear and tear.

6.24 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 WHO-UNAIDS HVI as additional insured;
- b) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against

WHO-UNAIDS HVI;

- c) Provide that WHO-UNAIDS HVI shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

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

6.25 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.

6.26 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.

6.27 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 WHO-UNAIDS HVI unless provided by an amendment to this Contract signed by the authorized official of WHO-UNAIDS HVI.

6.28 Privileges and Immunities

Nothing in or relating to this Contract shall be deemed a waiver of any of the privileges and immunities of WHO 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.

7. PERSONNEL

7.1 Approval of Contractor Personnel

WHO-UNAIDS HVI 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. WHO-UNAIDS HVI 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 WHO-UNAIDS HVI'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 WHO-UNAIDS HVI.

WHO-UNAIDS HVI 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 WHO-UNAIDS HVI, inadequate or unacceptable performance, or if for any other reason WHO-UNAIDS HVI 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.

7.2 Project Managers

Each party shall appoint a qualified project manager ("Project Manager") who shall serve as such party's primary liaison throughout the course of the project including the Services. The Project Manager shall be authorized by the respective party to answer all questions posed by the other party and convey all decisions made by such party during the course of the project including the Services and the other party shall be entitled to rely on such information as conveyed by the Project Manager.

The Project Managers shall meet on a monthly basis in order to review the status of the project and provide WHO-UNAIDS HVI with reports. Such reports shall include detailed time distribution information in the form requested by WHO-UNAIDS HVI, which will be used to provide the Contractor's billing information to WHO and shall cover problems, meetings, progress and status against the implementation timetable.

7.3 Foreign Nationals

The Contractor shall verify that all its employees, agents and subcontractors are legally entitled to work in Switzerland and other countries required by the nature of the assignment. WHO-UNAIDS HVI 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.

7.4 Compliance with WHO and UNAIDS's 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 WHO and UNAIDS policies and all WHO-UNAIDS HVI reasonable written directions 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, WHO or UNAIDS policies or of other WHO-UNAIDS HVI reasonable written directions and procedures, the Contractor shall immediately notify WHO-UNAIDS HVI of such violation. WHO-UNAIDS HVI, in its sole discretion, shall determine the course of action to remedy such violation, in addition to any other remedy available to WHO-UNAIDS HVI in law or equity or under this Agreement.

7.5 Ethical Behaviour

WHO, 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.

7.6 Engagement of Third Parties and use of In-house Resources

The Contractor acknowledges that WHO-UNAIDS HVI may elect to engage Third Parties to participate in or oversee certain aspects of the project and that WHO-UNAIDS HVI 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 WHO-UNAIDS HVI in-house resources.