

## INDEPENDENT EVALUATION

THE WORK OF THE JOINT UN PROGRAMME ON HIV/AIDS  
(UNAIDS) ON PREVENTING AND RESPONDING  
TO VIOLENCE AGAINST WOMEN AND GIRLS

***Request for Proposal (RFP) via E-Tendering***  
***Reference Number: RFP-2020-06***

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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 to carry out an **Independent Evaluation of the Joint Programme's work on preventing and responding to violence against women and girls**.

The evaluation will provide an assessment of the Joint Programme's support to the prevention of/ and response to violence against women and girls, across regions and countries. The evaluation is a major opportunity to learn, improve implementation, and strengthen the accountability of the UNAIDS Joint Programme - in the context of achieving the Sustainable Development Goals (SDGs).

This is a programme evaluation focused on the country level. Global and regional level efforts are to be considered in terms of impact at the country level. The evaluation findings, conclusions and recommendations will inform the development and implementation of the next UNAIDS Strategy and UNAIDS Unified Budget, Results and Accountability Framework (UBRAF). Learning will extend beyond the Joint Programme since ending gender-based violence is a UN system-wide mandated area of work for all entities.

Addressing gender-based violence is an area that communities of women and girls living with and most affected by the HIV epidemic, in all their diversity, report as an all-too common violation of their rights—and thus a major priority and demand for ensuring effective HIV responses.

UNAIDS is an organization that is dependent on voluntary core and non-core contributions it receives for the implementation of its activities. Bidders are therefore requested to propose the **best and most cost-effective solution to meet UNAIDS requirements**, while ensuring a high level of service.

For more information about UNAIDS please consult our website [www.unaids.org](http://www.unaids.org).

### 1.2 Characteristics of the bidder

#### 1.2.1 Status

The provider shall be a public institution, company, team of individual consultants or NGO with experience and expertise in the field of programme evaluation.

#### 1.2.2 Accreditations

No specific requirement.

#### 1.2.3 Previous experience

- Experience in conducting complex thematic evaluations and country-level evaluations, preferably on interventions in the areas of gender equality and women's empowerment, public health or development
- Experience in social and behavioural science and gender transformative approaches, on violence against women and girls issues and on conducting gender and human rights responsive evaluations

#### 1.2.4 Logistic capacity

Able to undertake most of the assignment from the contractor's own office with teleconferencing capacities. The contractor will be required to arrange their own travel to the locations of the evaluation (six countries in six regions – and this depending on the evolving COVID-19 situation and response) and will be required to mobilise local consultants in those countries if and as relevant.

### 1.2.5 Staffing

The evaluation will be carried out by a **highly qualified multi-disciplinary team** (e.g., two/three senior consultants and one/two junior consultant) offering a mix of expertise in evaluation, gender/ gender-based violence and HIV, and more specifically knowledge of gender-transformative approaches.

The evaluation team should include an expert/expertise on violence against women and girls, with knowledge of what are the best practices, appropriate standards and evidence to be used as a basis for assessments and to identify key weaknesses as well as any potential do-harm practices. This includes understanding of common misconceptions still applied to policy-advocacy and programming that are not backed by evidence.

National experts from the individual countries visited may complement the work of the team for the country case studies, as and if relevant.

#### Mix of experience

- Extensive experience in conducting complex thematic evaluations and country-level evaluations, preferably on interventions in the areas of gender equality and women's empowerment, public health or development, as evidenced by previous assignments
- Expertise in social and behavioural science and gender transformative approaches
- Expertise in violence against women and girls
- In-depth knowledge of evaluation methodologies and mixed-method approaches, and substantive experience with qualitative, quantitative data collection and analysis
- Experience conducting gender and human rights responsive evaluations
- Demonstrated knowledge of the HIV epidemic and response (or related areas of public health)
- Understanding of the UN system/ international development organizations and UN programming at the country level
- Excellent analytical and communication skills
- Strong interpersonal skills and ability work with different people from different backgrounds

#### Language

Demonstrated excellent writing skills in English. Fluency in French and Spanish for the team members leading on the Francophone and /or Hispanophone country case studies.

#### Other considerations

Evaluators are externally recruited, based on their qualifications, knowledge and experience.

Evaluators should not have participated in the design or implementation of the UNAIDS programmes related to gender-based violence at country level nor should they expect to participate in their implementation in the future.

Evaluators will have free access to information on the evaluation subject and be protected from any interference, undue pressure or influence that would affect the independence or objectivity of the evaluation. Evaluators are assured of co-operation and access to all relevant information.

Evaluators will be asked to disclose any potential conflict of interest with the evaluation and will be asked to sign a conflict of interest statement and confidentiality form prior to conducting the evaluation.

## 1.3 Work to be performed

### 1.3.1 Key requirements

#### **Background**

The human right of women and girls to live free from gender-based violence is upheld by international agreements such as the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW) , especially through General Recommendations 12 and 19, and the 1993 UN Declaration

on the Elimination of Violence against Women. This is in addition to multiple other human rights conventions and inter-governmental agreements, including UN General Assembly resolutions, the Beijing Platform for Action (1995) and the ICPD (1994) and the outcomes of their reviews, as well as binding regional conventions (e.g. the Belem do Para and Istanbul Conventions)—which, together, lay out State obligations and a comprehensive blueprint for action to respond to this pervasive global problem.

The United Nations Political Declaration on HIV and AIDS, adopted by member states in June 2016, calls on countries to Fast-Track the HIV response towards ending the AIDS epidemic by 2030. The Declaration, as part of the 2030 Agenda for Sustainable Development, affirms the need to intensify efforts towards the goal of comprehensive HIV prevention, treatment and care, while protecting the human rights and dignity of all people affected by HIV.

The Political Declaration commits to achieve gender equality, to invest in women's leadership and to end all forms of violence and discrimination against women and girls, including in conflict and other humanitarian settings. In adopting the Declaration, member states placed strong emphasis on addressing the immense and disproportionate burden of the epidemic on women, especially young women and adolescent girls in sub-Saharan Africa.

### **The links between violence against women and girls and HIV**

Gender inequality and gender-based violence continue to hamper effectiveness of HIV responses; with gender discrimination a common risk factor contributing to both intimate partner violence and HIV. Violence against women and girls increases their susceptibility to HIV and worsens health outcomes for women and girls living with HIV. For instance, women who suffer abuse are less likely to negotiate condom use, more isolated, lack autonomy to seek services, are challenged on treatment adherence. Women who experience or fear intimate partner violence are 50% more likely to acquire HIV in areas of high prevalence. Violence against women and girls is highly prevalent: one in three women in the world have experienced physical and/or sexual violence, mostly from intimate partners. Women living with HIV face additional forms of violence, based on their status.

Globally, HIV infections among young women (aged 15–24 years) are 60% higher than among young men of the same age. This disparity is greatest in the regions hardest hit by the epidemic. Adolescent girls experience very high rates of gender-based and sexual violence in many countries. In about half of all countries with age disaggregated data available, a greater percentage of adolescent girls (aged 15 to 19 years) had experienced intimate partner violence in the past 12 months compared to adult women overall.

Violence against women and girls may be additionally amplified by situations like the COVID-19 pandemic and resulting confinement measures<sup>1</sup>.

Rigorously evaluated good practices to prevent and reduce intimate partner violence and HIV risks exist - including community-based approaches that work to transform underlying gender norms and unequal power relations. However, more effective investments and upscaling are needed, especially related to primary prevention.

A rights-based, gender transformative and holistic approach is needed to reach women and girls with the information and services they need to protect themselves from HIV and to exercise their sexual and reproductive health rights. A substantial body of evidence indicates that comprehensive sexuality education plays a central role in the preparation of young people for a life free from AIDS, sexually transmitted infections, unintended pregnancies and gender-based violence.

Areas where changes need to happen include:

- empowerment of women through integrated, multi-sectoral approaches;
- transforming social and cultural norms related to gender;
- integrating violence against women and HIV services; and

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<sup>1</sup> <https://www.unwomen.org/en/digital-library/publications/2020/04/policy-brief-the-impact-of-covid-19-on-women>

- promoting and implementing laws and policies related to violence against women, gender equality and HIV.

### **The work of the Joint Programme on violence against women and girls**

The UN Joint Programme on AIDS is comprised of 11 Cosponsors and its Secretariat (UNAIDS). The Joint Programme leads and inspires the world to achieve its shared vision of zero new HIV infections, zero discrimination and zero AIDS related deaths and to end the AIDS epidemic as a public health threat as a contribution to achieving the Sustainable Development Goals. It galvanizes political commitment, mobilizes resources, and supports countries to effectively use resources to halt and reverse the spread of HIV.

The Joint Programme partners with Governments, women's and other civil society organizations and other stakeholders to advocate ending of gender-based violence, increase awareness of the causes and consequences of violence, and build capacity of partners to prevent and respond to violence. The Joint Programme's work on violence against women and girls is guided by the 2016-2021 UNAIDS Strategy - Result Area 5 and Sustainable Development Goal (SDG) 5 - and operationalized by the 2016-2021 Unified Budget, Results and Accountability Framework (UBRAF). UN Women is the lead agency on violence against women. The approach aims to maximize linkages and synergies with the broader development agenda and SDGs, in particular SDG 5: Achieve gender equality and empower all women and girls.

The Joint Programme supports countries' efforts to repeal gender-discriminatory laws and transform harmful norms and practices; strengthen policy and legal frameworks and enforcement to address the various forms of gender-based violence against women and girls in public and private spaces, including intimate partner and sexual violence, violence against women in the context of conflict-affected and other humanitarian settings, and harmful practices such as early and forced marriage. It supports governments in building national capacities for service delivery and other aspects of the response across different sectors, and promotes meaningful engagement of the networks of women/young women living with HIV to advocate for state action and accountability to address gender-based violence, and integrate actions, budgets and indicators on preventing and responding to gender-based violence into the national HIV responses. One of the UBRAF targets is that by 2021 70% of countries should, with Joint Programme support, have laws and/or policies and services to prevent and address gender-based violence.

UNAIDS Cosponsors are providing leadership in specific areas and implementing initiatives to address gender-based violence. UN Women, UNDP, UNICEF and UNFPA implement the UN/EU Spotlight Initiative, which inter alia, aims to address the intersection of violence against women, HIV and sexual and reproductive health and rights. UNESCO strengthens the capacity of the education sector to promote gender equality and challenge harmful gender norms through comprehensive sexuality education, and to prevent and address all forms of violence and bullying in schools, including school-related gender-based violence. UNHCR and others work to scale-up evidence-based interventions in the humanitarian context. To further strengthen the legal framework around violence and harassment in the world of work, including GBV, member states of the ILO adopted a new Convention on violence and harassment in the world of work and its accompanying Recommendation in June 2019. The Convention will inform legislation at the country level to protect all vulnerable populations against violence and harassment.

However, since 2016, less than 10% of the overall Joint Programme budget is allocated to Strategy/UBRAF SRA 5, i.e. gender inequality and gender-based violence. Expenditure data specifically for action on gender-based violence are not available. In 2016-2017, Joint Programme expenditures on SRA 5 totalled USD 6.8 million in core resources (funds raised and allocated by the UNAIDS Secretariat) and USD 119.7 million in non-core resources (funds raised by the Cosponsors). In 2018 (2019 data not yet available), it totalled USD 3.4 million in core resources and USD 23.7 million in non-core resources. In 2020-2021, USD 53.7 million is budgeted: USD 6.6 million of core resources at the global level and USD 1.2 million at the country level (through country envelopes); and USD 45.9 million of non-core resources. However, SRAs are interlinked and funds budgeted under others SRAs may also support gender equality and gender-based violence work.

UNAIDS Secretariat contribution to enhance gender equality and work on GBV is primarily in the form of human resources – gender and human rights advisers as well as other staff working at country, regional and global levels (a budget estimate is currently not available).

Based on the annual performance monitoring reports (PMR), the Joint Programme needs to further strengthen the monitoring of its work on gender equality and gender-based violence. As of today, there is limited documented evidence - with notable country or project-specific exceptions - of the Joint Programme's work on gender responsive HIV efforts, approaches and levels of effort; achievements for women and girls, and development of country capacities related to violence against women and girls. There is a need for more guidance on how and where the Joint Programme should prioritize its interventions.

### **Purpose and scope of the evaluation**

The independent evaluation is part of the 2020-2021 UNAIDS Evaluation Plan approved by the Programme Coordinating Board in December 2019.

The **purpose** of the evaluation is to **demonstrate the Joint Programme's accountability** in terms of results achieved and resources invested; to **identify lessons learned**; and to **support learning and evidence-based decision-making** for future programming including joint programming to end violence against women and girls, including in humanitarian settings.

In the context of this evaluation, **violence against women and girls** is defined as any public or private act of **gender-based violence** that results in, or is likely to result in physical, sexual or psychological harm or suffering to women and girls, including threats of such acts, coercion or arbitrary deprivation of liberty, whether occurring in public or in private life (UN Resolution 48/104, 1993)<sup>2</sup>. Gender-based violence describes violence that establishes, maintains or attempts to reassert unequal power relations based on gender.<sup>3</sup>

The evaluation will focus on Joint Programme efforts to prevent and respond to violence against women and girls, and how these efforts link with gender-based violence efforts by individual UN agencies outside the framework of the Joint Programme. In practice, since gender-based violence interventions implemented outside the framework of the Joint Programme also contribute to UBRAP output 5.2 "actions to address and prevent gender-based violence" and are critical to the AIDS response; and since at country level the distinction of interventions that are or are not part of the Joint Programme is not clear cut, the evaluation will entail a **broader assessment of the work of the UN at country level on preventing and addressing violence against women and girls**.

The evaluation may also collect some real-time lessons on how the COVID-19 pandemic impacts on GBV among affected populations and how the Joint Programme is adapting and strengthening its response. In addition, learning should benefit the recent Joint UN Initiative for Adolescent Girls and Young Women in Africa. Through the entry-point of education, the initiative wants to make a positive impact in the lives and futures of adolescent girls and young women through equality, empowerment, ending violence, creating enabling environments and fostering engagement.

**The evaluation will focus on preventing and responding to violence against women and girls in all their diversity<sup>4</sup>, including from key populations.** Women and girls around the world represent the overwhelming majority of people, in alarmingly vast numbers, subjected to gender-based violence in all its multiple manifestations; and bear disproportionate consequences as a result that impact across the full range of their inter-related human rights---including freedom of movement, health, education, and full participation in public, economic and political life, among others. **Emphasis is placed on adolescent girls and young women**, for both prevention of violence and timely, quality intervention for survivors to mitigate the potential for life-long repercussions resulting from the trauma and abuse (including forced and unwanted pregnancies). A separate evaluation on HIV and key

<sup>2</sup> Declaration on the Elimination of Violence Against Women. Resolution 48/104 of 20 December 1993.

<sup>3</sup> 16 Ideas for addressing violence against women in the context of the HIV epidemic. A programming tool. 2013, WHO and UNAIDS. [https://www.who.int/reproductivehealth/publications/violence/vaw\\_hiv\\_epidemic/en/](https://www.who.int/reproductivehealth/publications/violence/vaw_hiv_epidemic/en/)

<sup>4</sup> For example: women living with HIV, from key populations, lesbian, TGW, bisexual women and girls, with disabilities, indigenous, migrant, IDPs, refugees, rural/peri-urban/urban, married/unmarried etc.



populations which will also encompass issues of violence against LGBTI, is part of the UNAIDS 2020-2021 Evaluation Plan, and will be carried out in 2021.

As gender-transformative interventions are required to effectively prevent and address violence against women and girls, entailing actions to address harmful gender norms and masculinities, the **engagement of men and boys in UN-supported interventions will form part of the assessment.** Actions to prevent and respond to boys' needs and rights as victims and/or witnesses of violence, and to address harmful social constructions of masculinities and attitude towards male fertility early on before they become deeply ingrained as they enter adulthood, are especially strategic for preventing violence against women and girls and adopting gender equitable norms and fostering non-violent attitudes and behaviours more broadly. Violence against men and boys will, however, not be a specific focus of this evaluation (even if the evaluation should provide relevant highlights of work underway and the extent to which capacity building efforts and services also benefit men and boys).

The evaluation will explore whether and how the **Joint Programme's efforts** have contributed to **changes at country level and positive results** for women and girls, in all their diversity; and examine what has worked well or less well in this regard; intended and unintended outcomes; and lessons learned.

The evaluation will cover the time period **January 2016- June 2020**<sup>5</sup> and look at areas such as policies, social norms transformation, community prevention, service delivery and capacity building — including integration of HIV, sexual and reproductive health and violence against women and girls in the context of universal health coverage.

The evaluation will cover **12 countries in six regions (two countries per region)**. Countries will be selected by the evaluation team among the more than 90 countries where the Joint Programme is present. The selection will be based on objective criteria (see Annex I) and be agreed as part of the inception report. Work at the global and regional levels is included in the evaluation only in relation to guidance and support provided to countries, assessing the extent to which UN global efforts translate at country level.

***Evaluators will need to ensure attention to diversity and specificity throughout the evaluation – what form/s of violence, against which groups and age-subgroups, in what settings, how and with what sectors. These are basics for meaningful analysis and recommendations.***

The evaluation is expected to provide actionable, operationalized and contextualized recommendations to the Joint Programme for the way forward, with the view to informing future programme development and contribute to more effective UN action. It will also benefit stakeholders in the HIV and gender-based violence response, such as National AIDS authorities and the range of key ministries required for the multi-sectoral response to effectively address violence against women and girls (e.g. education, health, gender affairs, social welfare/ protection, police/security, justice, labour, etc.); women's and youth organizations and key population networks, among other civil society and community organizations; as well as other lead actors engaged in the HIV response and supporting country implementation, including bilateral donors, the Global Fund, PEPFAR and the Gates Foundation.

### **Evaluation criteria**

The proposed evaluation criteria are selected from the 2019 Organisation for Economic Co-operation and Development/Development Assistance Committee (OECD/DAC) criteria, as defined below.

- **Coherence:** *the extent to which the efforts of the Joint Programme are aligned with national priorities, mutually supportive and consistent with other efforts of the UN, national and other partners.*

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<sup>5</sup> 2016 is the starting year of the UNAIDS Strategy and operational planning cycle. We acknowledge that at the time of data collection progress reports, including financial reports, may not cover the entire period to June 2020. Evaluators will need to consider how best to cover in a rigorous manner the last months of the timeframe, not relying solely on qualitative data.

- Effectiveness: the *extent to which the Joint Programme's intended results have been achieved*.
- Sustainability: the *extent to which the outcomes of the work of the Joint Programme will last*.

To narrow down the scope of the evaluation, *relevance*, *efficiency* and *impact* are not explicitly considered as criteria in this evaluation – although some of their dimensions may be assessed through other criteria. Although an evaluability assessment has not been carried out, from preliminary discussions with stakeholders the following emerge: a) Joint Programme and other UN plans at country level are developed in a participatory way with governments and other local stakeholders and previous evaluations of the work of the Joint Programme tend to score high on *relevance* – bringing little additional insights; b) An analysis of *efficiency* would require access to disaggregated costing data from 12 organisations – and this makes it challenging with current financial tracking tools, as well as for the development of counterfactual scenarios against which to compare current efficiency; c) *Impact* would be better assessed at the end of the Strategy period and would raise issues of attribution in contexts where the Joint Programme is only one of the many players.

### **Evaluation questions/ areas of inquiry**

For each of the evaluation criteria indicative evaluation questions/ areas of inquiry have been identified (see table below). These have been developed in discussion with the reference and management groups of the evaluation. However, the inception phase of the evaluation should include participatory discussions with UN programme staff working on HIV and gender-based violence as well as key stakeholders of the UN Joint Initiative for Adolescent Girls and Young Women in Africa, and women's rights and other civil society organizations to develop a final **prioritised** set of evaluation questions.

The evaluation questions/ areas of inquiry below should be used as a starting point for developing the evaluation matrix which will include a final set of evaluation questions, assumptions (judgment criteria) to be tested and respective indicators against which data will be collected. This process will be further refined within the inception report (when the evaluation team has a clearer understanding of data availability and methodological feasibility and evaluability).

<b>Evaluation criteria</b>	<b>Evaluation questions/areas of inquire</b>
<b><i>Coherence</i></b>	<ul style="list-style-type: none"> <li>• How is the Joint Programme preventing and addressing gender-based violence against women and girls (what, who, where, at what scale) and what extent is it promoting gender-transformative interventions? How is it addressing the multiple and intersecting forms of discrimination and the link between gender-based violence with HIV?</li> <li>• To what extent is the work of the Joint Programme in line with country needs, evidence and human rights standards (including do not harm principle) – across the continuum of gender-based violence work - disaggregated by type of intervention? For instance, are the scale of the response and resources invested in line with HIV epidemic dynamics?</li> <li>• What synergies or intersections exist between the Joint Programme work and other work carried out by UN agencies on violence against women and girls, across humanitarian, peacebuilding and development contexts?</li> <li>• How are UN agencies working together to provide a coherent, complementary and adaptable set of gender-based violence actions (with focus on multi-sectoral approaches, prevention programmes, services and referral systems, that address the intersections between GBV and HIV), in the context of UN Sustainable Development Cooperation Frameworks?</li> <li>• How well do UN agencies coordinate with partners in the country to support the achievement of country priorities?</li> </ul>
<b><i>Effectiveness</i></b>	<ul style="list-style-type: none"> <li>• To what extent are results achieved – disaggregated by type of intervention and by population group? For instance, what is the contribution to policy and legal frameworks, as well as protection mechanisms and service delivery – including across HIV prevention, testing, treatment and care continuum?</li> </ul>

	<p>What is the contribution of comprehensive sexuality education programmes- are they addressing gender dynamics and norms justifying violence against women and girls?</p> <ul style="list-style-type: none"> <li>• To what extent has the Joint Programme contributed to make places of work and schools a safe space for women and girls, and challenged harmful gender norms and practices?</li> <li>• What obstacles has the Joint Programme encountered and what corrective actions have been taken or are needed to achieve results? To what extent are Joint Programme capacities, including staff capacities, incentives and leadership, adequate for addressing violence against women and girls, including among key populations and other diverse groups?</li> <li>• Is the Joint Programme appropriately monitoring results and documenting information to allow for measurement of its contribution to changes at output and outcome levels?</li> <li>• To what extent have management capacities and institutional arrangements supported the achievements of results? Are they adequate to ensure operations in the context of national priorities and the UN reform?</li> </ul>
<b><u>Sustainability</u></b>	<ul style="list-style-type: none"> <li>• How effective is the Joint Programme in building national ownership and capacity of people and institutions to respond to violence against women and girls in the short and long term? Are national partners willing and able to sustain benefits /results after programmes and funding end (technical and institutional sustainability, including laws and policies, services and prevention interventions, and support to women- and community-led, and other civil society programmes (including through social contracting)?</li> <li>• How has the Joint Programme supported participatory and transparent monitoring and evaluation mechanisms of national policies and plans to strengthen accountability and course correction in implementation? Supported the institutionalization of budget appropriations and related capacities (e.g. through gender-responsive budgeting)?</li> <li>• Has civil society engagement been strengthened, especially of women's organizations, including in decision-making and evaluating national policies and programmes, as well as for strengthening accountabilities? Have men and boys been meaningfully engaged?</li> <li>• How are UN efforts on violence against women and girls contributing towards the achievement of the SDGs, in particular SDG 3 - ensure healthy lives and promote wellbeing for all at all ages (ref. target 3.3) and SDG 5 - gender equality and empowerment of women and girls?</li> <li>• How have UN programmes adapted, both in terms of prevention and response to violence against women and girls in the context of the COVID-19 pandemic (and reported increases in GBV/domestic violence, especially in circumstances of confinement)?</li> </ul>

## **Methodology**

As part of the **inception** phase, based on a desk review, discussions with the evaluation reference and management groups and key informant interviews, the evaluation team will prioritise and refine evaluation questions and design evaluation methods and tools to answer the evaluation questions. The methodological design will include: an analytical framework; a plan for collecting and analysing data; a series of specifically designed tools for the evaluation. The detailed approach and methodology, including the workplan should be part of the inception report. The inception report should state the limitations of the chosen evaluation methods.

*In this context, UNAIDS draws attention to the uncertainty of the COVID-19 situation and evolving of the response at global, regional and national levels. The implementation approach should minimize its potential impact on the overall national health response to COVID-19, including its health workers during the contract duration. Furthermore, in view of the evolution of COVID-19 response worldwide, national response, measures and relevant restriction in border control and physical distancing must*

*be respected and taken into account, as UNAIDS is placing priority on health and wellbeing of its personnel, including external contractual partners.*

The evaluation should be based on a theory of change approach - from planned activities to the intended results of the Joint Programme efforts. The theory of change should show intended causal links between the inputs, the intended outputs and the Joint Programme contribution towards outcomes, as well as the influencing contextual factors. The evaluation team is expected to develop an initial reconstructed theory of change during the inception phase (and present it in the inception report), and test and validate the assumptions and pathways of change as articulated in the reconstructed model. Since the theory of change will need to account for country and population group specifics, multiple variations of a template model may be required (multiple theories of change).

The evaluation methodology should combine a mix of qualitative and quantitative methods and allow comparisons across countries. Data from a wide range of sources and a representative range of stakeholders will need to be triangulated and cross-validated to ensure the credibility of evaluation findings and conclusions. Established techniques for assessing and verifying the subjective findings from interviews and surveys should be applied. Findings should be as objective as possible and based on structured analysis of documents and country direct observation of programmes. Interviews and perceptions/opinions of stakeholders should be used to triangulate findings but not as the main source of findings.

**UNAIDS welcomes the use of diverse and innovative evaluation methods and this will be a considered in the selection of evaluation proposals/bidders.** [Outcome harvesting](#) or [process tracing](#), for instance, could be considered. Some of the challenges are to

- assess Joint Programme contributions (for whom, under what circumstances) in contexts of multiple partners and implementers;
- assess policy and advocacy work that may partly take place in less formal settings/ "behind the scenes";
- synthesize information across diverse country contexts (purposive sample that cannot be globally representative) to identify lessons and recommendations with broader applicability (distinguishing what is context specific and what is generalisable);
- provide a systematic and analytical comparison between the country cases, beyond illustrations/examples.

*Evaluation approaches and tools should be in adherence to UNEG ethical guidelines for the evaluation and may include what is listed below. At the same time, given the current COVID-19 related situation, including border closures and social distancing, it is possible that international and national travel, meetings, direct observation of programmes, face-to-face interviews and focus groups, for instance, will need to be replaced by various forms of remote data collection, virtual-type observation and/or increased use of national consultants. Bidders are requested to propose different implementation scenarios.*

- **Desk review.** In-depth desk review and [content analysis](#) of (i) key global/regional Joint Programme documents on gender-based violence and gender-based violence and AIDS; (ii) relevant background as well as programmatic data and documents at country level such as Joint UN plans on AIDS (2016-2020), agency-specific programme plans, budgets and reports and, Joint Programme Monitoring System reports; (iii) existing corporate (Annex II) and country level programme evaluations related to gender-based violence and HIV efforts; (iv) laws, policies, national development strategies, and other, cutting across ministries of women and health.
- **Expert analysis and judgement** based on structured observation and international standards and evidence. For instance, assessing if the work of the Joint Programme is based on evidence, should be a triangulation from document reviews, structured observation and reference to standards on the matter; and not be based on perception surveys only.
- **Interviews and focus group discussions** with key stakeholders like UN agencies, governments/decision makers, policy makers, academics/experts, development partners/donors, civil society including women's and key population networks, implementers and others. Stakeholders should include decision makers and

implementers from both the HIV and gender-based violence sectors, such as national AIDS councils, ministries of health and education, gender or social welfare, other relevant ministries, donors, women's/young women's and youth networks and women living with HIV networks, other civil society organizations, key populations, community representatives, intended beneficiaries and others as relevant.

As relevant, questions and information-gathering will be disaggregated by population group/age sub-groups (women, young women, adolescent girls, from key populations, with disabilities, indigenous, migrant, rural/peri-urban/urban, married/unmarried, etc.) and provide specificity on humanitarian (for instance, what stage and intensity of humanitarian situation- demobilization, post conflict, post hurricane, etc.- are the interventions among women and/or girls most impacted), peacebuilding and development contexts.

Since the focus of the evaluation is on the work and results of the Joint Programme at country level, the proposed methodology should cover criteria/steps for a purposive sampling of 12 countries across all UNAIDS six regions.<sup>6</sup> If the evolving COVID-19 situation and response will allow, one country per region should be visited:

- **six country desk reviews:** document reviews and remote interviews.
- **six in-depth country reviews, including country visits:** desk reviews followed by a mission to verify and expand data collection and follow up on issues identified in the desk review.

This illustrative sample will offer a more granular and nuanced understanding of the Joint Programme contribution to end violence against women over time in different contexts. The selected countries should provide some level of generalisability of findings and allow a comparative analysis of substantive findings across countries. Criteria used to select the countries should consider aspects such as the epidemic type, Joint Programme presence and investment level, and humanitarian/development context. Consideration should also be given to security concerns/ability to travel/COVID-19 related restrictions; countries recently selected as case study countries in other UNAIDS evaluations and countries identified as learning opportunities (positive and negative).

If allowed by the COVID-19 pandemic evolving context, each country mission will last at least 10 working days. At the end of each mission, the evaluation team will provide UN Joint Teams on AIDS a debriefing presentation on the preliminary results, with a view to validate preliminary findings and test tentative conclusions to feed into the evaluation report. The country missions should include dedicated consultations with leading women's organizations working on the intersections of violence against women and girls and HIV. A report which can be made publicly available is expected of each country visit.

### **Expected users**

UNAIDS Secretariat, Cosponsors (all levels), and other stakeholders, including national AIDS coordinating authorities, women's, youth and other CSO and HIV community advocates, AIDS implementing partners at country level and staff working on gender-based violence issues.

### **Dissemination of results and use of findings**

Evaluation results will be shared via an evaluation report, other reports, oral presentations and briefings. The final evaluation report will be uploaded to the UNAIDS website within three months after clearance/approval.

A joint management response (UNAIDS Secretariat and relevant Cosponsors) should be developed within the first three months after the report is delivered, describing all actions to be undertaken, responsible body/staff and timeframe and covering up to one-year period. The document should

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<sup>6</sup> Asia and the Pacific, Eastern Europe and Central Asia, Eastern and Southern Africa, Latin America and the Caribbean, Middle East and North Africa, West and Central Africa. For a list of countries, see e.g., <https://open.unaids.org/countries>.

include responses to the main recommendations of the evaluation (options: fully accepted, partially accepted, not accepted).

The evaluation office at UNAIDS will be responsible for tracking implementation of the actions planned in the management response at mid-term and one year after its starting date. At country level, UNAIDS country directors will support dissemination of results and advocate for relevant changes at the programme planning and implementation level.

### **Management of the evaluation**

The **UNAIDS Evaluation Office** has overall responsibility for steering and managing the evaluation from start to completion. It is responsible for all administrative day to day aspects of the evaluation process; acting as the main interlocutor with the team of evaluators; facilitating communication with relevant stakeholders to ensure evaluators receive the required data and ensuring overall quality of the evaluation.

A **management group** – composed of senior evaluation officers from UNFPA, UNESCO, UNICEF, UNHCR and ILO – will provide oversight to ensure soundness of the evaluation approach, methods, implementation and provide quality assurance.

The **evaluation reference group** – composed of gender-based violence programme experts and focal points for HIV in UNAIDS Cosponsors, UNAIDS Secretariat and the UNAIDS PCB civil society delegation – will focus on the evaluation scope and questions, soundness of recommendations and evaluation use.

In each participating country, the **UNAIDS country offices (UCO)** will facilitate engagement of key stakeholders such as staff in other UN agencies, government entities, and civil society. Relevant UCOs will 1) support the consultants during country visits (if these will take place), including by identifying stakeholders to be interviewed, and 2) provide key documents and information relevant to the evaluation, 3) be kept informed of the progress of the evaluation and of the evaluation results and review relevant evaluation documents as needed, and 4) contribute to dissemination and use of findings and recommendations.

The **team of evaluators** will have the following responsibilities:

- Design, plan and implement the evaluation and write-up the evaluation report, using an approach to be agreed in the inception phase, in accordance with UNAIDS's specifications and timeline and with a degree of flexibility considering the COVID-19 context.
- Consulting and liaising, as required, with UNAIDS evaluation office as well as the management and reference groups to ensure satisfactory delivery of all deliverables.

The consultants are expected to carry out the evaluation with a high degree of independence and manage their own possible travel and other administrative arrangements.

### **Deliverables**

Deliverables should be submitted to the UNAIDS evaluation office and presented to members of the evaluation management and reference groups for review and inputs.

#### **Deliverable 1: Inception report with methodology**

The inception report should detail the evaluators' understanding of what is being evaluated and why, including an agreed set of questions and showing how each evaluation question will be answered by way of: proposed methods (both data collection and analysis); proposed sources of data; data collection procedures (including interview protocols, focus group protocols, survey template, etc.), as well as, the reconstruction of the intervention logic including the theory of change and limitations. The inception report should also include an evaluation matrix, proposed schedule of tasks, activities and deliverables and final selection criteria of countries to include for in-depth analysis and country visits. The final inception report should be agreed by the management group.

#### **Deliverable 2: Intermediate products presenting draft findings**

These products include short country notes or power point presentations with preliminary findings. A standardised template or outline can be agreed at the inception phase. Intermediate products are meant to get early feedback from the management and reference group and ensure the evaluation is proceeding on the right track.

### **Deliverable 3: Draft evaluation report and PowerPoint presentation**

The report should provide a summary and analysis of the 12 countries assessed in the 6 regions. For each of the six countries visited, a short report should be produced with detailed findings, conclusions and recommendations and be presented as an annex of the main report or in a separate document.

### **Deliverable 4: Final evaluation report with executive summary and PowerPoint presentation**

The report and the annex(es) should be submitted in English. The quality of the report should meet the OECD/DAC's Quality Standards for Development Evaluation and consider UNEG evaluation checklists and quality assurance guidelines. The report will be reviewed by the management and reference groups and will be considered final once it is formally approved by UNAIDS evaluation office in consultation with the reference and management groups.

The quality of the final evaluation report will be assessed using the UNFPA EQA system and relevant grid<sup>7</sup>.

### **Indicative timeline**

<b>Month</b>	<b>Steps / Deliverables</b>	<b>Responsible</b>
June-July 2020	Selection and contracting of evaluation team	UNAIDS evaluation office (in collaboration with the management group)
August-September 2020	Structuring of the evaluation and initial desk review, analysis and reconstruction of theory of change, formulation of evaluation questions	Evaluation team
	Draft inception report with evaluation framework, methodology and tools, including the theory of change and the evaluation matrix	Evaluation team
	Review and comments by management group (methodological approach)	Coordinated by UNAIDS evaluation office
	Review and comments by reference group (evaluation questions)	Coordinated by UNAIDS evaluation office
September 2020	Finalization of inception report and evaluation plan <b>Deliverable 1: Inception report with methodology</b>	Evaluation team
	In depth document review Stakeholder mapping Preparation of possible country visits	Evaluation team supported by UNAIDS evaluation office
October 2020-January 2021	Data collection (interviews/focus groups, other) and analysis Field missions (in the format allowed) <b>Deliverable 2: Submission of draft findings in the form of intermediate products (short notes, power point presentations)</b>	Evaluation team supported by UNAIDS evaluation office
February 2021	Workshop for validation of evaluation (preliminary) findings and recommendations	Facilitated by evaluation team
February-March 2021	Writing of draft report <b>Deliverable 3: Submission of draft evaluation report</b>	Evaluation team

<sup>7</sup> [https://www.unfpa.org/sites/default/files/admin-resource/EQAA\\_FULL\\_DESIGN.pdf](https://www.unfpa.org/sites/default/files/admin-resource/EQAA_FULL_DESIGN.pdf)

	Review and comments by management group (quality assurance) and reference group (soundness of findings, conclusions, recommendations)	Coordinated by UNAIDS evaluation office
April 2021	Integration of comments and finalization of the report  <b>Deliverable 4: Submission of final evaluation report and PP presentation</b>	Evaluation team

### 1.3.2 Reporting requirements

The evaluation report should clearly, succinctly, and impartially describe findings, conclusions, and recommendations. Main components are listed below.

- **Cover and title pages**
- **Executive summary:** Contains evaluation purpose, evaluation questions, brief description of programmes and activities being evaluated, data collection methods, analytic methods, limitations, evaluation findings, conclusions, and recommendations.
- **Background:** Brief description of programmes and activities evaluated including dates of implementation, total cost, geographical locations, and objectives.
- **Evaluation purpose and questions**
- **Evaluation design, methods, and limitations:** Overall evaluation design, type of evaluation, summary of stakeholder engagement, data collection methods and rationale as aligned to evaluation questions, sources of data, analytical methods and rationale, ethical considerations, adjustments (if any) from the approved protocol, procedures used to ensure that the data are of the highest achievable quality, limitations of the design and analytical methods.
- **Findings and analysis:** Key findings in relation to the evaluation questions. Graphical representation of results and quotes where relevant. This section of the report should clearly account for the strength of the evidence on which findings are made to support the reliability and validity of the evaluation.
- **Conclusions:** Conclusions are based on credible findings and convey evaluators' unbiased judgment. Clustered and include summary; origin (which evaluation question(s) the conclusion is based on); detailed conclusions.
- **Recommendations:** Recommendations flow logically from conclusions; are targeted, realistic and operationally feasible. The team of evaluators is asked to limit recommendations to ten – if possible. Along with recommendations, evaluators should also provide: the rationale for each recommendation; the level of priority; link to the conclusion/s which give rise to the recommendation; the addressee(s) of each recommendation. In sum, recommendations include: summary; priority level; origin (which conclusion(s) the recommendation is based on); Operational implications.
- **References:** Reports or publications cited in the body of the report.
- **Annexes:** Six in-depth country case studies, other annexes, as relevant.

### 1.3.3 Finance and accounting requirements

The contractor will submit invoices which will include the specific deliverables produced and accepted by UNAIDS and the total amount due per invoice.

At the end of the contract, the contractor is expected to provide a detailed financial report including a list of all outputs produced during the life of the contract with the corresponding amount per output, as well as supporting documents for any expenses to be charged at cost such as travel and other expenses.

### 1.3.4 Performance monitoring

Performance of the evaluation will be measured on the framework proposed by the contractor and agreed on contract signature and on the timely delivery of quality inception, interim and final reports which address all the key elements identified in the scope of work.

### 1.3.5 Further Capacities

No additional capacities required.



## **2. INSTRUCTIONS TO BIDDERS**

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

### **2.1 Language of the Proposal and other Documents**

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

### **2.2 Intention to Bid**

Bidders must register in the UNAIDS' E-Tendering system and use it to "Express Interest" and access all documents related to this Request for Proposals.

Only after having access to all documents, bidders may indicate their confirmation of involvement by "Opt-in" into the process.

The "Opt-In" is considered the intention to bid from the bidder.

Please note that the "Opt-In" or Intention to Bid is not a requirement to submit a proposal, however UNAIDS will be able to better identify potential bidders announcing their intention to bid, and communicate with them in case of changes to the RFP or clarifications to questions asked.

### **2.3 Cost of Proposal**

The bidder shall bear all costs associated with the preparation and submission of the proposal, including but not limited to the possible cost of discussing the proposal with UNAIDS, making a presentation, negotiating a contract and any related travel.

UNAIDS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process

### **2.4 Contents of the Proposal**

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

The bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in this RFP. Failure to follow the instructions provided, terms and specifications and/or to submit the forms requested will be at the bidder's risk and may affect the evaluation of the proposal.

### **2.5 Joint Proposal**

Two or more entities may form a consortium and submit a joint proposal offering to jointly undertake the work. Such a proposal must be submitted in the name of one member of the consortium - hereinafter the "lead organization". The lead organization will be responsible for undertaking all negotiations and discussions with and be the main point of contact for UNAIDS. The lead organization and each member of the consortium will be jointly and severally responsible for the proper performance of the contract

### **2.6 Communications during the RFP Period**

A prospective bidder requiring any clarification on technical, contractual or commercial matters may notify UNAIDS through the "Correspondence" tab in UNAIDS' E-Tendering system.

UNAIDS will respond in writing by a consolidated document to any request for clarification of the RFP that it receives **prior to one week of the closing date established in section 2.10.**

The consolidated document of UNAIDS's response to all questions (including an explanation of the query but without identifying the source of enquiry) will be made available to all prospective bidders in the E-Tendering system after the date indicated above. Questions are to be submitted in the format "Paragraph Number - Question."

There shall be no individual presentation by or meeting with bidders until after the closing date. From the date of issue of this RFP to the final selection, contact with UNAIDS officials concerning the RFP process shall not be permitted, other than through the submission of queries at the indicated email address above and/or through a possible presentation or meeting called for by UNAIDS, in accordance with the terms of this RFP.

## 2.7 Proposal structure

### 2.7.1 Proposal Submission Form

The bidder's proposal must be accompanied by a Proposal Submission Form, available in the E-Tendering system, signed by a duly authorized representative of the bidder, stating:

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

### 2.7.2 Information of Firm/Organization submitting Proposal

In case of individuals, a brief summary of qualifications and expertise (CVs) is requested to be attached.

In case of companies bidding, the following information must be provided in order to ascertain capabilities to deliver the work proposed.

Information of Firm/Organization submitting Proposal	
1	<b>Company Information</b>
1.1	<b>Corporate information</b>
1.1.1	Company <b>mission statement (if applicable)</b> – alternatively, please provide a weblink
1.1.2	<b>Quality Assurance / Quality Control mechanisms in place at the company</b>
1.1.3	<b>Organization</b> structure
1.1.4	<b>Geographical</b> presence
1.2	<b>Staffing information</b>
1.2.1	<b>Number and Geographical</b> distribution of staff
1.2.2	<b>Number of consultants</b> employed on similar projects in each of the past three years
1.3	<b>Legal information</b>
1.3.1	History of <b>Bankruptcy</b>
1.3.2	Pending major <b>lawsuits</b> and <b>litigations</b> in excess of USD 100,000 at risk (indicate particularly those by licensees or patent infringement)
1.3.3	Pending <b>Criminal/Civil lawsuits</b>
1.4	<b>Contractual relationships</b>
1.4.1	<b>Contractual programmes</b> (with other UN agencies or International Organizations) – in case of any existing long-term agreement with any UN agencies, please indicate or attach
1.4.2	<b>Company Certifications</b> and certification status
1.5	Proposed <b>sub-contractor</b> arrangements including <b>company information</b> (as above for each sub-contractor)
2	<b>Experiences and Reference Contact Information</b> (list and provide up to three (3) examples of relevant experience that demonstrate the contractor's ability to deliver a solution that substantially demonstrates

	the functional and technical requirements of this RFP)
2.1	<b>Project Name</b>
2.1.1	<b>Project Description</b> including but not limited to project starting date and duration, project and contract value, and total FTE involved from the company – please be brief and provide a weblink to the final product if available
2.1.2	<b>Status</b> (under development/implemented)
2.1.3	<b>Reason for Relevance</b> (provide reason why this project is relevant to this RFP) – please be brief
2.1.4	<b>Roles and responsibilities</b> (list and clearly identify the roles and responsibilities for each participating Organization)
2.1.5	<b>Team members</b> (indicate relevant members of the team from the project that will be used in the performance of services)

Bidders will be excluded if;

- they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata; have been subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity;
- it becomes apparent to UNAIDS that they are guilty of misrepresentation in supplying, or if they fail to supply, the information required under this RFP and/or as part of the bid evaluation process; or
- they give rise to a conflict of interest.

### 2.7.3 Technical Proposal

The bidder should include in this section all relevant information for UNAIDS to evaluate the proposal, including information relating to coverage of UNAIDS needs and requirements, as specified in section 1, proposed timeline, resources dedicated partially or fully to the project.

**IMPORTANT: The Technical Proposal shall contain no price or cost information.**

The Technical Proposal should not exceed 20 pages (excluding CVs and company information) in total and must include the following sections:

#### a) Understanding of the Requirements for Services and proposed Approach, Methodology, Timing and Outputs

- Brief overview of how and why the evaluation team's overall competencies, experience and profile are well suited to the specific evaluation at hand.
- Describe in as much detail as possible (considering the page limit for the Technical Proposal) the specific approach and methods in undertaking the expected work.
- Indicate any anticipated limitations associated with the implementation of the proposed methodology– and specifically how the evaluation team would address them.
- Indicate key milestones and deliverables at various stages.

The assessment of bidder proposals will focus on the additional elements and a critical discussion of the technical specifications presented in these TORs (i.e. what the consultants will do to meet the requirements and implement the TORs, giving a sense of the consultants distinctive process rather than what already presented in the TORs).

#### b) Proposed Project Team Members

The curriculum vitae of all team members including their specific responsibilities on this project, relevant experience and qualifications. Description of how national consultants will be identified and recruited for the country case studies (if and as relevant).

#### 2.7.4 Financial Proposal

The bidder's **separate** price component must contain an overall quotation in a single currency, either in US Dollars or in the currency of the bidder's country of incorporation or registration. If the bidder opts for the latter and for evaluation purposes only, its proposal will be converted into US dollars using the United Nations rate of exchange in effect on the closing date for the submission of proposals.

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

- a) the price; and
- b) the period of validity of the bid.

In addition, the Financial Proposal must cover all the goods or services to be provided and must itemize the following costs (provided they are applicable for the RFP):

- a) Design concepts, development, typesetting, amends and artwork costs
- b) Printing costs
- c) Delivery costs
- d) Travel and Per Diem costs
- e) Other costs, if any (indicating nature and breakdown).

The Financial Proposal must contain a summary of total cost for the services proposed as well as a proposed schedule of payments, all of which must be expressed and will be made in the currency of the proposal.

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

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

In special circumstances, UNAIDS policy allows for an advance payment up to a maximum of 25 per cent of the total value for individuals —or 50 per cent of the total value for companies and organizations—upon signature of a contract.

UNAIDS, at its discretion, may determine if such a payment is warranted or not, and the conditions under which it would be made. In any case where an advance payment for \$50,000 or more is requested and subsequently approved, UNAIDS will normally require a bank guarantee or other suitable security arrangement. Further information may be requested by UNAIDS at the time of finalizing contract negotiations with the selected bidder.

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

UNAIDS Travel Policy is to cover and reimburse air tickets only in Economy Class using the most direct route available. UNAIDS does not cover Per Diem cost exceeding that defined by the United Nations at the time of the travel for the specific destination of the travel.

## 2.8 Format and Signing of Proposals

The bidder shall submit the **separate technical and financial proposals** via the E-Tendering system by the closing date set forth in section 2.10. Proposals by e-mail will not be accepted.

In addition:

- 1) Documents requiring signature should be scanned in (.pdf) format.
- 2) All pages of the proposal shall be numbered in the format 'Page X of Y'.
- 3) All proposals shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract.
- 4) The proposal and supporting documents should be in PDF, or Microsoft Office compatible format.
- 5) The responses to the functional requirements should be submitted in the structure provided in this RFP.
- 6) If a template for financial proposal is provided with this RFP, the financial proposal shall be submitted this template.
- 7) The proposed timeline project plan should be either in MS Project MPP, XLS or PDF format.
- 8) The master copy of the "Technical Proposal" shall be submitted through the tab marked "Technical Proposal"
- 9) The master copy of the "Financial Proposal" shall be submitted through the tab marked "Financial Proposal"

There will be no automatic confirmation of receipt as the proposals are only opened after the closing date.

## 2.9 Period of Validity of Proposals

The offer outlined in the proposal must be valid for a minimum period of 120 calendar days after the closing date. A proposal valid for a shorter period may be rejected by UNAIDS. In exceptional circumstances, UNAIDS may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. Any bidder granting the request will not be required nor permitted to modify its proposal.

## 2.10 Closing Date for Submission of Proposals

**Proposals must be received as specified in section 2.8 no later than June 11, 2020 at 6 PM 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 may be rejected.

## 2.11 Modification and Withdrawal of Proposals

The bidder may withdraw its proposal any time after the proposal's submission and before the opening date, provided that written signed notice of the withdrawal (by a duly authorized representative of the bidder) is provided via the "Correspondence" tab of the E-tendering system.

The bidder's withdrawal notice shall be received before the closing date in accordance with section 2.10.

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

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

## **2.12 Receipt of Proposals from Non-invitees**

UNAIDS may, at its own discretion, extend the RFP to bidders that were not included in the individual invitation list if this is necessary and in the interest of UNAIDS. RFPs published by UNAIDS on the UNAIDS website are open for all qualified bidders.

## **2.13 Amendments of the RFP**

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

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

### 3. OPENING AND EVALUATION OF PROPOSALS

#### 3.1 Opening of Proposals

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

#### 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 overall quality of the proposal (**20 Points**)
- the quality and appropriateness of the proposed approach (**40 Points**)
- the qualifications and competence of the personnel proposed for the assignment (**40 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 70% 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 60% of the total allocable points for the technical evaluation. Proposals failing to obtain this minimum threshold will not be eligible for further consideration.

The maximum number of points for the price component is 30% of the total obtainable points.

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

Points for the price component of a proposal being evaluated =  $\frac{[\text{Maximum number of points for the price component}] \times [\text{Lowest price}]}{[\text{Price of proposal being evaluated}]}$ .

### **3.6 Bidders' Presentations**

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

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



## 4. AWARD OF CONTRACT

### 4.1 Award Criteria, Award of Contract

UNAIDS reserves the right to:

- a) Award the contract to a bidder of its choice, even if its bid is not the lowest;
- b) Award separate contracts for parts of the work, components or items, to one or more bidders of its choice, even if their bids are not the lowest;
- c) Accept or reject any proposal, and to annul the solicitation process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders and without any obligation to inform the affected bidder or bidders of the grounds for UNAIDS' action;
- d) Award the contract on the basis of UNAIDS' particular objectives to a bidder whose proposal is considered to be the most responsive to the needs of the Organization and the activity concerned;
- e) Not award any contract at all.

UNAIDS has the right to eliminate bids on technical or other reasons throughout the evaluation/selection process. UNAIDS shall not in any way be obligated to reveal, or discuss with any bidder, how a proposal was assessed, or to provide any other information relative to the evaluation/selection process or to state the reasons for elimination to any bidder

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

#### 4.1.1 Right to modify Scope or Requirements during the Proposal Process

UNAIDS reserves the right to, at any time during the proposal process, modify the scope of services and goods specified in the RFP. At any time in the selection process, UNAIDS reserves the right to issue an amendment to the RFP detailing the change which should be notified only to bidders who have not been officially eliminated due to technical reasons at that point in time.

#### 4.1.2 Right to Extend/Revise Scope or Requirements at Time of Award

UNAIDS reserves the right, at the time of award of contract, to extend/revise the scope of services and goods specified in the RFP without any change in the base price of services and goods or other terms and conditions offered by the selected bidder.

#### 4.1.3 Right to enter into Contract Price Negotiations

UNAIDS reserves the right to enter into negotiations, with one or more bidders that have not been eliminated during the evaluation process, including but not limited to negotiations of the terms of the proposal(s), the price quoted in such proposal(s) and/or the deletion of certain parts of the work, components or items called for under this RFP..

### 4.2 Signing of the Contract

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

The award of contract will be published in the UNAIDS public website, after all internal clearances and acceptance of the contract by the selected bidder.

## 5. GENERAL AND CONTRACTUAL CONDITIONS

The contract between UNAIDS and the selected bidder ("the Contract") will, unless otherwise explicitly agreed in writing, include the provisions as set forth in this section, and will otherwise inter alia address the following issues:

- Responsibilities of the selected bidder(s) ("The Contractor(s)") and UNAIDS;
- clear deliverables, timelines and acceptance procedures;
- payment terms tied to the satisfactory completion of the work;
- notices.

The prices payable by UNAIDS for the work to be performed under the Contract shall be fixed for the duration of the Contract and shall be in a UN convertible currency (preferably US Dollars), based on the UN exchange rate of the date of invoice.

The total amount payable by UNAIDS under the Contract may be either a lump sum or a maximum amount. If the option for payment of a lump sum applies, that lump sum is payable in the manner provided, subject to satisfactory performance of the work. If the option for payment of a maximum amount applies:

- the Contract shall include a detailed budget;
- the Contractor shall be held to submit a financial statement together with each invoice;
- any advance payments by UNAIDS shall be used by the Contractor exclusively for the work in accordance with the budget and any unspent balance shall be refunded to UNAIDS;
- payment by UNAIDS shall be subject to satisfactory performance and the acceptance of the Contractor's financial statements; and
- all financial reports shall be subject to audit by or on behalf of UNAIDS, including examination of supporting documentation and relevant accounting entries in the Contractor's books. In order to facilitate financial reporting and audit, the Contractor shall keep systematic and accurate accounts and records in respect of the work.

Unless otherwise specified in the Contract, UNAIDS shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNAIDS shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity as described in the Contract, from any other sources at any time..

### 5.1 Conditions of Contract

Any and all of the Contractor's (general and/or special) conditions of contract are hereby explicitly excluded from the Contract, i.e., regardless of whether such conditions are included in the Contractor's offer, or printed or referred to on the Contractor's letterhead, invoices and/or other material, documentation or communications.

### 5.2 Responsibility

The Contractor will be responsible to ensure that the work performed under the Contract meets the agreed specifications and is completed within the time prescribed. The Contractor shall facilitate the operational audit related to the execution of the work and the compliance with the obligations set forth in the Contract, by persons so designated by UNAIDS. In this regard, the Contractor shall make all relevant operational information, without restriction, available to persons so designated by WHO and provide satisfactory explanations to all queries arising in connection therewith.

### 5.3 Source of Instructions

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

### 5.4 Warranties

The Contractor will warrant and represent to UNAIDS as follows:

- 1) The deliverables shall meet the specifications and shall function in a manner which is fully adequate to meet its intended purpose. The Contractor furthermore warrants that the deliverables shall be error-free, in that the Contractor shall correct any errors in the deliverables, free of charge, within fifteen days after their notification to the Contractor, during a period of at least six months after completion of the work. It is agreed, however, that errors and other defects, which have been caused by modifications to the deliverables made by UNAIDS without agreement of the Contractor are not covered by this paragraph.
- 2) The deliverables shall, to the extent it is not original, only be derived from, or incorporate, material over which the Contractor has the full legal right and authority to use it for the proper implementation of this Contract. The Contractor shall obtain all the necessary licenses for all non-original material incorporated in the deliverables including, but not limited to, licenses for UNAIDS to use any underlying software, application, and operating deliverables included in the deliverables or on which it is based, so as to permit UNAIDS to fully exercise its rights in the deliverables and the software without any obligation on UNAIDS's part to make any additional payments whatsoever to any party.
- 3) The deliverables shall not violate any copyright, patent right, or other proprietary right of any third party and be delivered to UNAIDS free and clear of any and all liens, claims, charges, security interest and any other encumbrances of any nature whatsoever.
- 4) The Contractor, its employees and any other persons and entities used by the Contractor shall not violate any intellectual property rights, confidentiality, right of privacy or other right of any person or entity whomsoever.
- 5) Except as otherwise explicitly provided in this Contract, the Contractor shall at all times provide all the necessary on-site and off-site resources to meet its obligations hereunder. The Contractor shall only use highly qualified staff, acceptable to UNAIDS, to perform its obligations hereunder.
- 6) The Contractor shall take full and sole responsibility for the payment of all wages, benefits and monies due to all persons and entities used by it in connection with the implementation and execution of the Contract, including, but not limited to, the Contractor's employees, permitted subcontractors and suppliers.

The Contractor furthermore warrants and represent that the information provided by it to UNAIDS in response to the RFP and during the bid evaluation process is accurate and complete. The Contractor understands that in the event The Contractor has failed to disclose any relevant information which may have impacted UNAIDS' decision to award the Contract to The Contractor, or has provided false information, UNAIDS will be entitled to rescind the contract with immediate effect, in addition to any other remedies which UNAIDS may have by contract or by law.

### 5.5 Legal Status

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNAIDS, and nothing contained in or relating to the Contract shall be construed as establishing or creating an employer/employee relationship between UNAIDS, on the one hand, and the Contractor or any person used by the Contractor in the performance of the work, on the other hand.

Thus, the Contractor shall be solely responsible for the manner in which the work is carried out. UNAIDS shall not be responsible for any loss, accident, damage or injury, suffered by the Contractor or persons or entities claiming under the Contractor, arising during or as a result of the

implementation or execution of the Contract, including travel, whether sustained on UNAIDS premises or not.

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

## **5.6 Relation Between the Parties**

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

## **5.7 Waiver of Breach**

The waiver by either Party of any provision or breach of the contract shall not prevent subsequent enforcement of such provision or excuse further breaches.

## **5.8 Liability**

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

## **5.9 Assignment**

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

## **5.10 Officials not to Benefit**

The Contractor warrants that no official of UNAIDS has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

## **5.11 Indemnification**

The Contractor shall indemnify and hold UNAIDS harmless, from and against the full amount of any and all claims and liabilities, including legal fees and costs, which are or may be made, filed or assessed against UNAIDS at any time and based on, or arising out of, the acts or omissions of the Contractor, or the Contractor's employees, officers, agents, partners or sub-contractors, in the performance of the Contract. This provision shall extend, inter alia, to claims and liabilities in the nature of workmen's compensation, product liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants, partners or sub-contractors.

## **5.12 Contractor's Responsibility for Employees**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals 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.

### **5.13 Subcontracting**

Any intention to subcontract aspects of the Contract must be specified in detail in the proposal submitted. Information concerning the subcontractor, including the qualifications of the staff proposed for use must be covered with same degree of thoroughness as for the prime contractor. No subcontracting will be permitted under the Contract unless it is proposed in the initial submission or formally agreed to by UNAIDS at a later time. In any event, the total responsibility for the Contract remains with the Contractor.

The Contractor shall be responsible for ensuring that any and all subcontracts shall be fully consistent with the Contract, and shall not in any way prejudice the implementation of any of its provisions.

### **5.14 Place of Performance**

The place of performance of the work under the Contract shall be in the premises of the contractor and with possible travel to 6 countries for field visits (to be defined agreed at the inception phase of the contract together with UNAIDS).

### **5.15 Language**

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

### **5.16 Confidentiality**

- 1) Except as explicitly provided in the Contract, the Contractor shall keep confidential all information which comes to its knowledge during, or as a result of, the implementation and execution of the Contract. Accordingly, the Contractor shall not use or disclose such information for any purpose other than the performance of its obligations under the Contract. The Contractor shall ensure that each of its employees and/or other persons and entities having access to such information shall be made aware of, and be bound by, the obligations of the Contractor under this paragraph. However, there shall be no obligation of confidentiality or restriction on use, where: (i) the information is publicly available, or becomes publicly available, otherwise than by any action or omission of the Contractor, or (ii) the information was already known to the Contractor (as evidenced by its written records) prior to becoming known to the Contractor in the implementation and execution of this Contract; or (iii) the information was received by the Contractor from a third party not in breach of an obligation of confidentiality.
- 2) The Contractor, its employees and any other persons and entities used by the Contractor shall furthermore not copy and/or otherwise infringe on copyright of any document (whether machine-readable or not) to which the Contractor, its employees and any other persons and entities used by the Contractor have access in the performance of this Contract.
- 3) The Contractor may not communicate at any time to any other person, Government or authority external to UNAIDS, any information known to it by reason of its association with UNAIDS which has not been made public except with the authorization of UNAIDS; nor shall the Contractor at any time use such information to private advantage.

### **5.17 Title Rights**

- 1) All rights pertaining to any and all deliverables under the Contract and the original work product leading thereto, as well as the rights in any non-original material incorporated therein as referred in section 5.4.2 above, shall be exclusively vested in UNAIDS.
- 2) UNAIDS reserves the right to revise the work, to use the work in a different way from that originally envisaged or to not use the work at all.
- 3) At UNAIDS's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist UNAIDS in securing such proprietary rights and transferring them to UNAIDS in compliance with the requirements of applicable law.

## 5.18 Termination and Cancellation

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

- 1) In the event the Contractor fails to begin work on the date agreed, or to implement the work in accordance with the terms of the Contract; or
- 2) In the event the progress of work is such that it becomes obvious that the obligations undertaken by the Contractor and, in particular, the time of fulfilment, will not be respected.

In addition, UNAIDS shall be entitled to terminate the Contract (or part thereof), in writing:

- 1) At will with the provision of thirty (30) days prior notice in writing
- 2) With immediate effect (in addition to other rights, such as the right to claim damages), if, other than as provided in the paragraph above, the Contractor is:
  - a. In breach of any of his material obligations under the Contract and fails to correct such breach within a period of thirty (30) days after having received a written notification to that effect from UNAIDS; or
  - b. Adjudicated bankrupt or formally seeks relief of his financial obligations.

## 5.19 Force Majeure

No party to the Contract shall be responsible for a delay caused by force majeure, that is, a delay caused by reasons outside such party's reasonable control, it being agreed, however, that UNAIDS shall be entitled to terminate the Contract (or any part of the Contract) forthwith if the implementation of the work is delayed or prevented by any such reason for an aggregate of thirty (30) days. Such termination shall be subject to payment of an equitable part of the Contract sum and/or other reasonable charges. In the event of such termination, the Contractor shall, in accordance with the ownership rights referred to in section 5.17 *Title rights*, deliver to UNAIDS all work products and other materials so far produced.

In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to UNAIDS, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify UNAIDS of any other changes in conditions or the occurrence of any event which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNAIDS shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

## 5.20 Surviving Provisions

Those rights and obligations of the Parties as set forth in section 5 that are intended by their nature to survive the expiration or earlier termination of the Contract shall survive indefinitely. This includes, **but is expressly not limited to**, any provisions relating to UNAIDS' right to financial and operational audit, conditions of contract, warranties, legal status and relationship between the parties, breach, liability, indemnification, subcontracting, confidentiality, title rights, use of the UNAIDS and WHO name and emblem, successors and assignees, insurance and liabilities to third parties, settlement of disputes, observance of laws, privileges and immunities, no terrorism or corruption, foreign nationals and compliance with UNAIDS policies

## 5.21 Use of UNAIDS and WHO name and emblem



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

## **5.22 Successors and Assignees**

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

## **5.23 Payment**

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

## **5.24 Title to Equipment**

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

## **5.25 Insurance and Liabilities to Third Parties**

The Contractor shall provide and thereafter maintain:

(i) insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

(ii) all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

(iii) liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the performance of work under the Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees partners or sub-contractors performing work in connection with the Contract.

Except for the workmen's compensation insurance, the insurance policies under this section shall:

- a) Name UNAIDS as additional insured;
- b) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNAIDS;
- c) Provide that UNAIDS shall receive written notice from the Contractor's insurance carrier not less than thirty (30) days prior to any cancellation or material change of coverage.

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

## **5.26 Settlement of Disputes**

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

## **5.27 Observance of the Law**

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

## **5.28 Authority to Modify**

No modification or change in the Contract, no waiver of any of its provisions or any additional contractual relationship of any kind shall be valid and enforceable unless signed by a duly authorized representative of both parties.

## **5.29 Privileges and Immunities**

Nothing in or relating to this Contract shall:

- be deemed a waiver of any of the privileges and immunities of UNAIDS and/or the World Health Organization in conformity with the Convention on the Privileges and Immunities of the Specialized Agencies approved by the General Assembly of the United Nations on November 21, 1947 or otherwise under any national or international law, convention or agreement.
- Be construed as submitting UNAIDS and/or WHO to any national jurisdiction

## **5.30 No Terrorism or Corruption**

The Contractor warrants that:

(i) it is not and will not be involved in, or associated with, any person or entity involved in terrorism, that it will not make any payment to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity; and

(ii) it shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices in connection with execution of the Contract.

The Contractor agrees that breach of this provision is a breach of an essential term of the Contract.

Any payments used by the Contractor for the promotion of any terrorist activity or any illegal, corrupt, fraudulent, collusive or coercive practice shall be repaid to UNAIDS without delay

## **5.31 Personnel**

### **5.31.1 Approval of Contractor Personnel**

UNAIDS reserves the right to approve any employee, subcontractor or agent furnished by the Contractor and Contractor's consortium partners for the performance of the work under the Contract (hereinafter jointly referred to as "Contractor Personnel"). All Contractor Personnel must have appropriate qualifications, skills and levels of experience and otherwise be adequately trained to perform the work. UNAIDS reserves the right to undertake an interview process as part of the approval of Contractor Personnel.



The Contractor acknowledges that the qualifications, skills and experience of the Contractor personnel proposed to be assigned to the project are material elements in UNAIDS's engaging the Contractor for the project. Therefore, in order to ensure timely and cohesive completion of the project, both parties intend that Personnel initially assigned to the project continue through to project completion. Once an individual has been approved and assigned to the project, such individual will not, in principle, thereafter be taken off the project by the Contractor to other duties. Circumstances may arise, however, which necessitate that Personnel be substituted in the course of the work e.g. in the event of promotions, termination of employment, sickness, vacation or other similar circumstances, at which time a replacement of comparable qualifications, skills and experience may be assigned to the project, subject to approval of UNAIDS.

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

### **5.31.2 Project Managers**

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

The Project Managers shall meet on regular basis in order to review the status of the project and provide UNAIDS with reports. Such reports shall include detailed time distribution, information in the form requested by UNAIDS and shall cover problems, meetings, progress and status against the implementation timetable.

### **5.31.3 Foreign Nationals**

The Contractor shall verify that all Contractor Personnel is legally entitled to work in the country or countries where the work is to be carried out. UNAIDS reserves the right to request the Contractor to provide UNAIDS with adequate documentary evidence attesting this for each Contractor Personnel. Each party hereby represents that it does not discriminate against individuals on the basis of race, gender, creed, national origin, citizenship.

### **5.31.4 Compliance with UNAIDS Policies**

The Contractor shall at all times comply with and ensure that the Contractor and each of its subcontractors and their employees and agents comply with any applicable laws and regulations and any UNAIDS policies and reasonable written direction and procedures relating to: (i) occupational health and safety, (ii) security and administrative requirements, including, but not limited to computer network security procedures, (iii) sexual harassment, (iv) privacy, (v) general business conduct and disclosure, (vi) conflicts of interest and (vii) business working hours and official holidays.

In the event that the Contractor becomes aware of any violation or potential violation by the Contractor, its subcontractor or any of their employees or agents, of any laws, regulations, UNAIDS policies or of other UNAIDS reasonable written directions and procedures, the Contractor shall immediately notify UNAIDS of such violation. UNAIDS, in its sole discretion, shall determine the course of action to remedy such violation or prevent such potential violation, in addition to any other remedy available to UNAIDS under the Contract or otherwise.

### **5.31.5 Ethical Behaviour**

UNAIDS, the Contractor and each of the Contractor's partners, subcontractors and their employees and agents shall adhere to the highest ethical standards in the performance of the Contract. In this regard, the Contractor shall also ensure that neither Contractor nor its partners, subcontractors, agents or employees will engage in activities involving child labour, trafficking in arms, promotion of tobacco or other unhealthy behaviour, or sexual exploitation or discrimination.

The evaluation will be conducted in a manner that is respectful to and protects human rights, privacy, and confidentiality, and maintains the dignity of participants and other stakeholders.

The evaluation will comply with UN norms and standards for evaluation and ensure that ethical safeguards concerning the independence of the evaluation will be followed. Please refer to the UNEG code of conduct: <http://www.unevaluation.org/document/detail/100>

Evaluators must behave legally, ethically, and have regard for the physical and psychological welfare of those involved and those affected by an evaluation, including vulnerable populations as relevant. The inception report may be required to undergo the UNICEF ethical review process, to ensure human rights of participants are respected.

Participants in the evaluation should be informed that their eligibility to receive HIV, GBV or other services is not contingent upon their participation in the evaluation. These protections will be addressed in an informed consent agreement administered before participants agree to participate and to respond to data collection inquiries.

All data and information received for this assignment must be treated confidentially and are only to be used in connection with the execution of these Terms of Reference. All intellectual property rights arising from the execution of these Terms of Reference are assigned to UNAIDS (Secretariat and Cosponsors). Use of the data for publication and other presentation can only be made with the agreement of UNAIDS. Key stakeholders can make appropriate use of the evaluation report in line with the original purpose and with appropriate acknowledgement.

#### **5.31.6 Engagement of Third Parties and use of In-house Resources**

The Contractor acknowledges that UNAIDS may elect to engage third parties to participate in or oversee certain aspects of the project and that UNAIDS may elect to use its in-house resources for the performance of certain aspects of the project. The Contractor shall at all times cooperate with and ensure that the Contractor and each of its partners, subcontractors and their employees and agents cooperate, in good faith, with such third parties and with any UNAIDS in-house resource.

## ANNEX I

### Possible criteria to be considered for selection of countries:

- **Fast Track and other countries:** the sample needs to include both types
- **Fragility/humanitarian:** the sample needs to include humanitarian settings
- **Countries' progress against the desired outcomes of the UN Joint Programme on AIDS:**
  - % HIV infections in women and young women; data on VAW and prevalence of intimate partner violence where available
  - availability of disaggregated data on HIV prevalence and, nature of gender based violence; existence of laws and/or policies to prevent and address gender-based violence; availability of a mechanism to report and address cases of GBV; existence of services to prevent and address gender-based violence (<http://lawsandpolicies.unaids.org/>; integration of HIV, sexual and reproductive health, and gender-based violence services
- **Contextual considerations:** socio-political context; country income level / human capital index; domestic capacity and funding, availability of Global Fund, PEPFAR and other funding and gender-based violence components.
- **Joint Programme (and other UN) investment on preventing and responding to violence against women and girls and physical presence:** configuration of UN system in country (Cosponsor and Secretariat presence); gender-based violence among Joint Programme priorities (part of the Joint Plan); expenditure levels on gender-based violence.
- **Conduct of recent gender-based violence and/or AIDS related UN evaluations:** this is to avoid evaluation fatigue and overburdening UN country teams.
- **For country visits** – additional considerations relevant to the COVID-19 situation should be given due attention.

## ANNEX II

### Some sources of data

#### Monitoring data

- For narratives on country, regional and global achievements, challenges and lessons learned: Joint Programme Monitoring System (JPMS)
- For data on Joint Programme presence at country level and expenditure in Fast-Track countries: JPMS reporting, 2017 and 2018 and direct agencies reporting
- For epidemic and key AIDS response data by country and aggregated (AIDSInfo: <http://aidsinfo.unaids.org/> )
- For planning data by country and allocation of part of core UBRAF resources: individual country Joint Plans and allocation of envelope funds
- For indicator data (by measurement): 2019 UBRAF indicators report (draft), with progress against 2020 milestones and targets, and raw data reported from countries in JPMS, as well as the NCPI (National commitments and policy instruments) database
- UN agencies' specific plans/data/report on efforts on gender-based violence
- Other to be identified at the inception phase

#### Evaluation data

- Cosponsors and Secretariat AIDS and gender-based violence evaluations or broader evaluations including gender-based violence covering the period 2016-2020 (entirely or partly)

#### Evaluations covering period from 2016

Source: Websites of Cosponsors evaluation offices. A basic word search for gender and/or violence was conducted. The list below is illustrative and possibly not complete (for instance, some of the country programme evaluations may also cover gender-based violence efforts as part of the comprehensive set of country interventions by an individual agency). Evaluators are expected to review and complete this initial list.

Agency	Evaluation title (or short title)	Type (GBV specific or GBV/AIDS issues)	Period covered	Thematic and geographical scope	Web link or indication on how to access the relevant documents
UNDP	Country programme evaluations	Not specific	From 2016	Latest: Mozambique, Mali, Ethiopia	<a href="#">link</a>
ILO	Promoting gender equality for decent employment in Pakistan	Gender equality	2016	Pakistan	<a href="#">link</a>
WHO	-				
UNESCO	Evaluation of UNESCO's programme interventions on girls' and women's education	Gender equality	2016	Across UNESCO interventions	<a href="#">link</a>
WFP	Malawi, Joint Programme for Girls Education: Evaluation	Gender equality	2017	Malawi	<a href="#">link</a>
	Colombia, Marketing Intervention to Empower Women and to Reduce the Risk of Intimate Partner Violence: Evaluation	GBV	2019	Colombia	<a href="#">link</a>

	Central African Republic, Gender-Focused Thematic Evaluation	Gender	2017-2018	CAR	<a href="#">link</a>
	Burkina Faso, Gender: A thematic evaluation	Gender	2017-2018	Burkina Faso	<a href="#">link</a>
	Other possible thematic, country portfolio evaluations and decentralised evaluations	Not specific	From 2016	Several	<a href="#">link</a> (search link)
World Bank	-				
UNICEF	2018 WCARO: Evaluation finale du projet FSP-VGMS - - appui à la lutte contre les violences de genre en milieu scolaire	GBV – school setting	2016-mid 2018	Togo, Cameroun, Senegal	<a href="#">link</a>
	2019 Comoros: Rapport d'évaluation du service d'écoute et de protection des enfants et des femmes victimes de violence de Ngazidja, Comores	GBV	2016-2018	Comoros	<a href="#">link</a>
	2019 EO: Joint evaluation of UNFPA-UNICEF global programme to accelerate action to end child marriage	Child marriage	2016-2018	Global, 4 regions, 12 countries	<a href="#">link</a>
UNFPA	2019 EO: Joint Evaluation of the UNFPA-UNICEF Joint Programme on the Abandonment of Female Genital Mutilation: Accelerating Change (2008-2018)	FGM	2008-2018	Global, regional and country levels	<a href="#">link</a>
	Corporate Evaluation of UNFPA support to the prevention of, response to and elimination of gender-based violence and harmful practices (2012–2017) [Volume 1]  Country and regional case study reports	GBV	2017	Global, regional and country levels  Uganda, Guatemala, India, Palestine  Asia and Pacific region  Eastern Europe and Central Asia region	<a href="#">link</a>  <a href="#">link</a>
	Country Programme Evaluations	Not specific	From 2016	Swaziland, Panama, Paraguay, Colombia, South Africa, Zambia,	<a href="#">link</a>

				Tajikistan, Kazakhstan, Bosnia & Herzegovina Kosovo North Macedonia Serbia, Armenia, Turkmenistan, Azerbaijan Georgia Turkey, Philippines, etc.	
	Getting to zero: Good practices from synthesis of UNFPA country programme evaluations				<a href="#">link</a>
UNHCR	SGBV response, risk mitigation and prevention in humanitarian crises: A synthesis of findings from evaluations of UNHCR operations	Sexual and gender-based violence	2016-2018	SGBV prevention, mitigation and response in country and crisis specific settings/refugee populations (Tanzania, Brazil, Lebanon, Bangladesh and DRC)	<a href="#">link</a>
	Evaluative review of UNHCR's policies and procedures on the prevention of and response to sexual exploitation and abuse	Sexual exploitation	August 2018-April 2019	Ethiopia, Lebanon, Pakistan, Ukraine and UNHCR HQ	<a href="#">link</a>
	Evaluation of UNHCR's implementation of three of its protection strategies: the Global Education Strategy, the Updated SGBV Strategy, and the Child Protection Framework	SGBV	2012–mid-year 2016	Global scope and country case studies	<a href="#">link</a>
UN Women	Evaluations under SP 2018-2021 Impact Area 4 and SP 2014-2017 Impact Area 3	SGBV	From 2016	Several	<a href="#">link</a> (search link)
UNODC	-				
UNAIDS Secretariat	Mapping/ internal review of UNAIDS Secretariat work on gender-based violence	GBV	2018-2019	Global and country	Ongoing