

REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM UNDP Georgia 9 Ertistavi Street, 0179, UN House, Tbilisi, Georgia

DATE: September 9, 2020

REFERENCE: UNDP 1 Project: 00063928 BDP/HIV/AIDS 2012-2013 Global

Period: Jan-Oct (2020)

Output: 00120354 Europe&Central Asia HIV Health

Dear Sir / Madam:

We kindly request you to submit your Proposal for <u>the design an intervention using Behavioural</u> Insights to Address Low Uptake of HIV Testing in Georgia.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Pre-Proposal Conference will be held via Zoom on Wednesday, 22nd of July at 2.30 pm (local time) Interested proposers may join the conference at:

Meeting URL: https://undp.zoom.us/j/4160722096?pwd=N1BCMitTcG8zajR3SHg1WW5rNHNOQT09

Meeting ID: 416 072 2096 Password: 6nZY9f

Proposals must be submitted on or before the deadline indicated by UNDP in the eTendering system. Bids must be submitted in the online eTendering system in the following link: https://etendering.partneragencies.org using your username and password. If you have not registered in the system before, you can register now by logging in using

username: event.guest password: why2change

and follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in the English language, and valid for a minimum period of **90** days.

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation".

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure that supporting documents required are signed and in the .pdf format, and free from any virus or corrupted files. NOTE: File Name should contain only Latin characters (no Cyrillic or other alphabets).

The Financial Proposal and the Technical Proposal files <u>MUST BE COMPLETELY SEPARATE</u> and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. <u>The file with</u> the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed

until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:

http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Khatuna Sandroshvili Innovation Specialist 09/07/2020

Description of Requirements

Context of the Requirement	In light of the growing HIV epidemics in the country, with the heterosexual way of transmission on increase, with concentrated epidemics among MSM, there is a risk that epidemic could worsen because of growing number of new cases among key populations, especially MSM, including youth and young key populations (YKPs). Young people, especially young key populations (YKPs), are particularly vulnerable to HIV, due to the lack of access to SRH services, information and stigma /discrimination. The social challenges, such as poverty, high unemployment rate among youth, especially among YKP, including exdetainees, makes them even more vulnerable and prone to high-risk behaviour, manifested in increased trend of prevalence of STI and HIV, absence of reproductive control, social isolation, violence and etc. Only 11 % of young people aged 15-24 have comprehensive knowledge about HIV prevention, in this age group only 33 % knows place where to get tested for HIV and 60% have discriminatory attitudes towards people living with HIV (MICS 2018)		
Implementing Partner of UNDP	(
Duint Deconium of the	UNDP in partnership with UNFPA	Design a Randomicad Cautural	
Brief Description of the Required Services	The overall objective of the assignment is to Design a Randomised Control Trial (RCT) to identify barriers and ways of overcoming to increase HIV testing uptake among youth including YKP		
	Behaviourally informed intervention will form an integral component of a comprehensive HIV/AIDS prevention, care and support program which can increase knowledge about the target population behaviour and nudge essential attitude change to reduce stigma and discrimination and increase demand for service uptake.		
List and Description of Expected Outputs to be Delivered	Deliverable(s)	Deadline	
	Inception proposal and Action Plan methodology to design a trial; the process review, and the delivery modality.	20 August 2020	
	Mid-Term Report on the suggested intervention mechanisms based on the findings of the micro-narratives report; as well as finding form the perception study targeting youth, key population, YKP, service providers conducted by UNFPA and UNDP	20 September 2020	
	Final Report including designed intervention, evaluation design; Implementation and monitoring; Ethical Clearance confirmation;	20 November 2020	
	intervention, evaluation design; Implementation and monitoring;	20 November 2020	

Person to Supervise the	The team of consultants will work under the direct supervision of the project					
Work/Performance of the Service Provider	implementation team in Georgia represented by UNDP Innovation Specialist and Behavioural Specialist and UNFPA Programme Analyst/HIV					
Frequency of Reporting	Weekly coordination calls and monthly reports					
Progress Reporting	N/A					
Requirements						
Location of work	☑ At Contractor's Locat	ion				
Expected duration of work	Up to 4 months					
Target start date	3 August 2020					
Latest completion date	2 December 2020					
Travels Expected	Not expected;					
Special Security Requirements	N/A					
Facilities to be Provided by	N/A					
UNDP (i.e., must be excluded						
from Price Proposal)						
Implementation Schedule indicating breakdown and	N Day 1 and					
timing of activities/sub-	☑ Required					
activities						
Names and curriculum vitae of						
individuals who will be involved	⊠ Required					
in completing the services						
Currency of Proposal	☑ United States Dollars					
	Payment to local compa	nies will k	ne made in	Georgian Lari according		
	to UN official exchange			_		
Value Added Tax on Price	☑ must be exclusive of '	VAT and c	ther applic	able indirect taxes		
Proposal						
	⊠ 90 days					
Validity Period of Proposals	•	-	•	request the Proposer to		
(Counting for the last day of		•	•	d what has been initially		
submission of quotes)				nen confirm the extension		
	in writing, without any	modificat	ion whatso	ever on the Proposal.		
Partial Quotes	☑ Not permitted					
	Mot permitted					
Payment Terms	Outputs Percen Timing Condition for					
	tage Payment Release					
	Inception proposal and	20%	20	Within thirty (30) days		
	Action Plan August from the date of					
	methodology to design 2020 meeting the following conditions:					
	a trial; the process conditions: a) UNDP's					
	modality.			1		
	Mid-Term Report on	20%	20	acceptance		
	the suggested		Septem	(i.e., not mere		
	intervention receipt) of the					

	mechanisms based on the findings of the micro-narratives report; and youth survey and service provider study provided by UNDP and UNFPA respectively Final Report including designed intervention, evaluation design; Implementation and monitoring; Ethical Clearance confirmation;	20 Novemb er 2020	quality of the outputs; and b) Receipt of invoice from the Service Provider.	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	The team of consultants will worl implementation team in Georgia and Behavioural Specialist and UN	represented by IFPA Programm	UNDP Innovation Specialist	
Type of Contract to be Signed	☑ Contract for Professional Se	rvices		
Criteria for Contract Award	 ☑ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) where the minimum passing score of technical proposal is 70%. Detailed breakdown of points obtainable is provided in Technical Proposal Evaluation Form - Annex 5. ☑ Full acceptance of the UNDP Contract General Terms and 			
	Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	Technical Proposal (70%) □ Expertise of the Firm 30% □ Methodology, Its Appropria of the Implementation Plan 40 □ Management Structure and Financial Proposal (30%) To be computed as a ratio of among the proposals received If the offeror does not many qualification criteria/requirementation the Technical Proposal Evaluation will be given score (0) zero and there is no more need for furting the Technical Proposal Evaluation the Technical Proposal Evaluation the Technical Proposal Evaluation there is no more need for furting the Technical Proposal Evaluation there is no more need for furting the Technical Proposal Evaluation the Technical Proposal Evaluation there is no more need for furting the Technical Proposal Evaluation there is no more need for furting the Technical Proposal Evaluation there is no more need for furting the Technical Proposal Evaluation there is no more need for furting the Technical Proposal Evaluation the Technical Pr	Qualification of the Proposal's by UNDP. eet any of nents defined ation (present d will be autor her evaluation	the minimum technical in the forms 1, 2, and 3 of the below as annex V), it matically disqualified and	
	☑ One and only one Service Pr	ovider		

UNDP will award the contract to:			
10.			
Annexes to this RFP ¹	☑ Form for Su	ubmission of Proposal (Annex 2)	
	⊠ General Te	rms and Conditions / Special Conditions (Annex 3)	
	☑ Detailed TO	DR (Annex 4)	
	☑ Technical Evaluation Form (Annex 5)		
Contact Person for Inquiries	Khatuna Sandroshvili		
(Written inquiries only)	Innovation Sp	pecialist	
	khatuna.sandroshvili@undp.org		
	Any delay in UNDP's response shall be not used as a reason for		
	extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to		
	the Proposers.		
	Pre-Proposal	Conference will be held via Zoom on Wednesday, 22 nd of	
Other Information [pls. specify]	July at 2.30 pi	m (local time)	
	Interested proposers may join the conference at:		
	Meeting URL: https://undp.zoom.us/j/4160722096?pwd=N1BCMitTcG8zaj		
	R3SHg1WW5rNHNOQT09		
	Meeting ID:	416 072 2096	
	Password:	6nZY9f	

 $^{^{1}}$ Where the information is available in the web, a URL for the information may simply be provided.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL²

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery³)

[insert: Location]. [insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business licenses- Registration Papers, Tax Payment Certification, etc.
- c) **Latest audited** Financial Statement, if any and/or income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.;
- Track Record list of clients for similar services as those required by UNDP for the past 3
 years at least, indicating description of contract scope, contract duration, contract value,
 contract references;
 - b1. At least 5 years of proven international experience in Behavioural Science study and application of BI informed interventions, for policy development and implementation (minimum requirement)
 - b2. Experience in applying BI informed interventions for health policy development and implementation at least in 1 project (minimum requirement);
 - b3. Experience of engagement with local partners, data sources, networks in Georgia Written confirmation from at least 1 local partner on the existing or past partnerships in similar initiatives (minimum requirement);
 - b.4 Written confirmation from at least 1 local partner on the potential partnership in the forthcoming assignment in the area of BI informed HIV interventions in Georgia (minimum requirement)
 - B5. Previous experience of obtaining ethics clearance for BI informed interventions from internationally recognized institution provide a sample of IRB approval from previous projects; (minimum requirement)
- c) At least 2 letters of recommendations from previous contract providers in the development of BI informed interventions for policy development and implementation (minimum requirement);

² This serves as a guide to the Service Provider in preparing the Proposal.

³ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

- d) 1. Detailed bank requisites;
- 2. Bank letter evidencing financial turnover for the last 3 years, minimum required turnover is USD 100,000 per year (minimum requirement);
- e) All information regarding any past and current litigation during the last three (3) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
- g) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or other UN Ineligibility List.

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work. (See details in Annex 4 - Terms of Reference)

C. Qualifications of Key Personnel

The Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

The Service Provider team should include the following key experts with relevant experience:

Team Leader – Senior Expert:

Advanced degree in Development Economics, Statistics, Sociology/Psychology, Behavioural Science or other relevant field (minimum requirement)

At least 5 years of professional international experience in designing and conducting research, assessment exercises, policy evaluations, or practical policy experiments; (minimum requirement)

Experience of managing at least 5 projects involving behavioural insights for policy interventions (**minimum requirement**)

Experience of engagement in minimum 1 project involving working with people from different social and cultural background; (minimum requirement)

Team Member - Expert:

Advanced degree in Development Economics, Statistics, Sociology/Psychology, Behavioural Science or other relevant filed (minimum requirement)

At least 3 years of professional international experience in designing and conducting research, assessment exercises, policy evaluations, or practical policy experiments; (minimum requirement)

Experience of conducting at least 3 projects involving behavioural insights for policy interventions (**minimum requirement**)

Experience of engagement in minimum 1 project involving working with people from different social and cultural background; (minimum requirement)

D. Cost Breakdown per Deliverable*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1 – Inception Report	20%	
2	Deliverable 2- Mid Term Report	20%	
3	Deliverable 3 – Final Report	60%	
	Total	100%	

^{*}This shall be the basis of the payment tranches

E. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Monthly Rate	Total Period of	Total Fees
		Engagement	
I. Professional Fees			
a. Team Leader			
b. Expert			
II. Ethical Clearance (IRB)			
III. Other (please specify) **			

^{*} UNDP strongly recommends companies to use \underline{months} as a primary unit of time when providing respective calculations under the Cost Breakdown.

[Name and Signature of the Service Provider's Authorized Person]
[Designation]
[Date]

^{**}Under other related costs companies shall include detailed list of all costs associated with implementation of the tasks and deliverables, each cost shall be justified and clearly calculated. Other related costs can be subject to UNDP review and approval

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 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.

4.0 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 UNDP.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations 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.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other

intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- **8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- **8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- **8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- **8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - **8.4.1** Name UNDP as additional insured;
 - **8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
 - **8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
 - **8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may

develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- **13.1** The recipient ("Recipient") of such information shall:
 - **13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - **13.2.1** any other party with the Discloser's prior written consent; and,
 - the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
 - **13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 - 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
 - 13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will

give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 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 the UNDP, 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 the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP 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.
- 14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- **14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- **15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

- **16.1 Amicable Settlement**: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, interalia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

TERMS OF REFERENCES (TOR)

Reference: UNDP 1 Project: 00063928 BDP/HIV/AIDS 2012-2013 Global Period : Jan-Oct (2020) Output: 00120354 Europe&Central Asia HIV Health

A. Project Title

Using Behavioural Insights to Address Low HIV Testing in Georgia

B. Project Description

1. Background

In light of the growing HIV epidemics in the country, with the heterosexual way of transmission on increase, with concentrated epidemics among MSM, there is a risk that epidemic could worsen because of growing number of new cases among key populations, especially MSM, including youth and young key populations (YKPs).

Young people, especially young key populations (YKPs), are particularly vulnerable to HIV, due to the lack of access to SRH services, information and stigma /discrimination. The social challenges, such as poverty, high unemployment rate among youth, especially among YKP, including ex-detainees, makes them even more vulnerable and prone to high-risk behaviour, manifested in increased trend of prevalence of STI and HIV, absence of reproductive control, social isolation, violence and etc. Only 11 % of young people aged 15-24 have comprehensive knowledge about HIV prevention, in this age group only 33 % knows place where to get tested for HIV and 60% have discriminatory attitudes towards people living with HIV (MICS 2018)

Despite the important positive developments achieved in HIV control, Georgia continues to face a number of serious challenges that need to be addressed through strengthening the health system, the application of patient-centred approaches with appropriate patient support, with adequate funding and strengthened governance. GFAMT is gradually downsizing the support and eventually exiting from the country, which makes maintenance of prevention interventions increasingly challenging.

The changing nature of the multitude of challenges to be addressed calls for diversifying approaches that tackle them, including new ways of research combining quantitative and qualitative parameters, allowing for in-depth analyses of root causes and translating the findings into actionable solutions for behaviour change. More so that Georgia HIV/AIDS National Strategic Plan (NSP) 2019-2022⁴ proposes to develop and launch effective behaviour change communication and counselling services for all KP's, including YKP's⁵. Improvement of quality of VCT services provided might also contribute to scaling up testing services.

UNFPA priorities are in line with other partner's efforts by being well positioned to lead the advocacy and provision of technical assistance within the framework of HIV JT relying on the complementary individual capacities from UN Agencies, (UNDP, UNICEF, WHO). The added value of UN is its multi-dimensional approach to the subject and collaborative efforts.

UN in Georgia has remained actively engaged in HIV policy and advocacy initiatives. UN is well-acknowledged to be the major agency promoting Human Rights, access to services, SRHR/GBV with focus on young people and vulnerable populations through partnership and in line with priorities of Government, CSOs and Academia.

⁴ Main directions and activities proposed are fully aligned with strategy, as well as with UNAIDS 90-90-90 Strategy Action plan for the health sector response to HIV in the WHO European Region, Dublin Declaration on Partnership to fight HIV/AIDS in Europe and Central Asia and UN SDG 3.

⁵ http://eeca.unfpa.org/en/publications/health-rights-and-well-being

2. CONTEXT

The opportunities for behavioural change in the population under the risk especially young people will be expanded based on the new research and informed service design, resulting in increased uptake of HIV services among youth. For the UNAIDS 90-90-90 Fast Track targets Georgia is well positioned for last two, but is behind for the first 90 target. By the end of 2017 only 53% of estimated PLHIV knew their status, while 75% of them were enrolled in ART and in 81% the VL suppression was achieved, hence, it is important developing and launching effective Behaviour change communication initiative for increasing the demand and uptake of HIV testing among youth and key population.

Measuring behaviour change requires pre and post intervention perception studies that have previously been tested in Georgia with regard to GBV within the framework of UNDP-led intervention. This pilot initiative, if successful, will have all the potential for nationwide scale up.

Within the frame of joint innovative initiative UNFPA with UNDP will be exploring key drivers/hindering factors for low uptake of HIV testing through Behavioural Insights (BI) prism. UNFPA and UNDP will jointly work on two main objectives: a) to ensure Stigma-free Healthcare Services for PLHIV, young people, including key populations, and b) to design a Randomized Control Trial (RCT) to identify barriers and ways of overcoming them for increased HIV testing uptake among youth and key populations.

3. Objectives of the Assignment

The overall objective of the assignment is to **Design a Randomised Control Trial (RCT) to identify barriers and ways** of overcoming to increase HIV testing uptake among youth including YKP

Behaviourally informed intervention will form an integral component of a comprehensive HIV/AIDS prevention, care and support program which can increase knowledge about the target population behaviour and nudge essential attitude change to reduce stigma and discrimination and increase demand for service uptake.

Based on the findings of the micro-narratives research on the barriers to HIV testing, a perception study among youth and YKP and service providers to feed into the design of the behavioural intervention for identifying key behavioural barriers for low uptake of HIV testing, design an RCT to be implemented with the existing platform of actors (UNFPA and UNDP).

C. Scope of Services, Expected Outputs and Target Completion

1. Methodology

The contracted consultancy company/institution will work in close collaboration with UNDP/UNFPA Project team in planning, implementation and evaluation/adjustment phases of the intervention. The consultancy company/institution must take into account UNDP/UNFPA Monitoring and Evaluation Guidelines and relevant programmatic documents, which will be supplied to the consultant at the beginning of the assignment.

The consulting company's assignment will be divided into two parts:

- 1. To agree on the scope of the project.
 - Hold discussions/ a design workshop with the local partners (UNDP, UNFPA, Tanadgoma, Service Providers, etc) to offer feedback on the project scope. (based on the ongoing work provided by UNDP Project team - UNDP Georgia Behavioural Specialist, Innovation Specialist,, etc)
 - b. To support and guide team in Georgia by providing information on the following:
 - i. Specify model of intervention;
 - ii. Specifying service provider channels
 - iii. Specify the existing capacity of these institutions the intervention can build on

- iv. Identify service capacity gaps and design alternative solution until long-term technical solution is provided (i.e. longer term training of staff in effective communication, empathy, etc)
- v. Advise on possible technological solutions based on the world-wide similar practices;
- vi. Advise on timeline and delivery model of the intervention by diverse partners and agree on coordination mechanism;
- 2. Design a behavioural intervention for increased HIV testing uptake among YKP based on the step 1 of this assignment, including the evaluation matrix/methodology.
 - Focus on supporting local partners in developing and (to the extent possible) implementing a trial plan to test the behavioural intervention.
 - Guide them through completion of a Trial Checklist, which lays out key questions and steps to outlining the intervention, evaluation strategy, and plan for implementation.
 - Finalise RCT design and ensure IRB clearance (ethical clearance).
 - Recommend next steps for RCT implementation in the next phase of the project, with concrete strategy for implementing the BCC initiative
 - Deliverables produced will feed into the overall joint initiative implemented by UNFPA/UNDP

2. Expected Outputs and Deliverables:

The contracted company is expected to produce the following deliverables:

Deliverable(s)	Deadline
Inception proposal and Action Plan methodology to design a trial; the process review, and the delivery modality.	20 August 2020
Mid-Term Report on the suggested intervention mechanisms based on the findings of the micro-narratives report; as well as finding form the perception study targeting youth, key population, YKP, service providers conducted by UNFPA and UNDP	20 September 2020
Final Report including designed intervention, evaluation design; Implementation and monitoring; Ethical Clearance confirmation;	20 November 2020

D. Institutional Arrangement

The team of consultants will work under the direct supervision of the project implementation team in Georgia represented by UNDP Innovation Specialist and Behavioural Specialist and UNFPA Programme Analyst/HIV

E. Duration of Work

Duration of consultancy service is expected to start in early August- early December 2020.

F. Location of Work

Activities will be performed in Georgia as well as in the home country of the contracted company.

G. Performance Evaluation

Contractor's performance will be evaluated against timeliness, performance initiatives and innovation, communication, overall quality of the delivered products.

H. Financial Arrangements

Payments will be disbursed in several instalments, upon submission and approval of deliverables mentioned in the Section "Key expected deliverables" and certification by UNDP and UNFPA that the services have been satisfactorily performed. Financial payments will be made after received of good delivery.

Outputs	Percentage	Timing	Condition for Payment Release
Inception proposal and Action Plan methodology to design a trial; the process review, and the delivery modality.	20%	20 August 2020	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the
Mid-Term Report on the suggested intervention mechanisms based on the findings of the micro-narratives report; and youth survey and service provider study provided by UNDP and UNFPA respectively	20%	20 September 2020	Service Provider.
Final Report including designed intervention, evaluation design; Implementation and monitoring; Ethical Clearance confirmation;	60%	20 November 2020	

SCHEDULE OF PAYMENTS:

	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1 – Inception Report	20%	
2	Deliverable 2 – Mid-term Report	20%	
3	Deliverable 3 – Final Report	60%	
	Total	100%	

Technical Proposal Evaluation Form

	Summary of Technical Proposal Evaluation Forms	Score Weight	Points Obtainable
1.	Qualifications of the Service Provider	30%	300
	Methodology and Process, its Appropriateness to the		
2.	Condition and Timeliness of the Implementation Schedule	40%	400
3.	Management Structure and Key Personnel	30%	300
	Total		1000

If the offeror does not meet any of the minimum technical qualification criteria/requirements defined in the forms 1, 2, and 3 of the Technical Proposal Evaluation (presented below), it will be given score (0) zero and will be automatically disqualified and there is no more need for further evaluation of disqualified offeror.

	nnical Proposal Evaluation	Sub-score	Points
Forn	n 1 Qualifications of the Service Provide Firm/Organization and Solid Fina	nsial Canacity	obtainable
	Qualifications of the Service Provide Firm/Organization and Solid Fina	incial Capacity	
1.1	Financial stability		45
	Bank letter evidencing the annual turnover of the organization for last 3	30 points	
	years is no less then USD 100,000.00 per year (minimum requirement)		
	Bank letter evidencing the annual turnover of the organization for last 3	45 points	
	years more than USD 100,000.00 per year (5 point for every additional		
	\$10,000.00, but no more than 15 points)		
1.2	Reputation of the Organization		45
	At least 2 letters of recommendations from previous contract providers in	30 points	
	the development of BI informed interventions for policy development and		
	implementation (minimum requirement);		
	More than 2 letters of recommendations from previous contract providers in	45 points	
	the development of BI informed interventions for policy development and		
	implementation (5 point for every additional recommendation but no more		
	than 15 points)		
1.3	Previous experience of obtaining ethics clearance		40
	Previous experience of obtaining ethics clearance for BI informed	40 Points	
	interventions from internationally recognized institution. Provide sample of		
	IRB approval from previous projects; (minimum requirement)		
1.4	Relevance of Specialized Knowledge		80
	At least 5 years of proven international experience in Behavioural Science	35 points	
	study and application of BI informed interventions, for policy planning and		
	implementation (minimum requirement);		
	More than 5 years of proven international experience in Behavioural Science	65 points	
	study and application of BI informed interventions, for policy planning and		
	implementation;		
	(5 points for every additional 1 year/12 months, but no more than 30 points)		
	Experience in applying BI informed interventions for health policy	15 points	
	development and implementation at least in 1 project (minimum		
	requirement);		
1.5	Experience of engagement with local partners, data sources, networks in		90
	Georgia		
	Written confirmation from at least 1 local partner on the existing or past	35 points	
	partnerships in similar initiatives (minimum requirement).		
	Written confirmation from more than 1 local partner on the existing or past	65 points	
	partnerships in similar initiatives (5 points for every additional partnership		
	but no more than 30 points)		
	Written confirmation from at least 1 local partner on the potential	25 points	
	partnership in the forthcoming assignment in the area of BI informed HIV		
	interventions in Georgia (minimum requirement)		
	Total for the Expertise of Firm / Organization		300

Tech	nical Proposal Evaluation	Sub-score	Points		
Forn	12		Obtainable		
	Proposed Methodology, Approach and Implementation Schedule				
2.1	2.1 To what degree does the Proposer understand the task?				
	Full understanding of the task (minimum requirement)	50 points			
	Exceptional understanding of the task	60 points			
2.2	Is the methodological framework proposed appropriate for the task?		80		
	Fully adopted (minimum requirement)	80 points			
2.3	Is the scope of task well defined and does it correspond to the TOR?		130		
	Fully corresponds (minimum requirement)	75 points			
	Defined exceptionally	130 points			
2.4	Is the proposal clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?		130		
	Clear proposal with good logical and realistic planning (minimum requirement)	75 points			
	Very well defined proposal with sound, logical and realistic planning	130 points			
	Total of Methodology, Approach and Implementation Schedule		400		

Technical Proposal Evaluation		Sub-Score	Points
Form			Obtainable
Management Structure and Key Personnel			
3.1	Team Leader		150
	General Qualification		
	Advanced degree in Development Economics, Statistics,		
	Sociology/Psychology, Behavioural Science or another relevant field	25	
	(minimum requirement)		
	At least 5 years of professional international experience in designing and		
	conducting research, assessment exercises, policy evaluations, or practical	25	
	policy experiments; (minimum requirement)		
	More than 5 years of professional international experience in designing		
	and conducting research, assessment exercises, policy evaluations, or	45	
	practical policy experiments; (5 point for every additional year, but no		
	more than 20 points)		
	Experience of managing at least 5 projects involving behavioural insights	30	
	for policy interventions (minimum requirement)		
	Experience of engagement in minimum 1 project involving working with		`
	people from different social and cultural background; (minimum	25	
	requirement)		
	Experience of engagement in more than 1 project involving working with	50	
	people from different social and cultural background; (5 points for every	30	
	additional project, but no more than 25 points)		
3.2	Team Member		150
	General Qualification		
	Advanced degree in Development Economics, Statistics,	25	
	Sociology/Psychology, Behavioural Science or other relevant field		
	(minimum requirement)		
	At least 3 years of professional international experience in designing and		
	conducting research, assessment exercises, policy evaluations, or practical	25	
	policy experiments; (minimum requirement)		
	More than 3 years of professional international experience in designing	45	
	and conducting research, assessment exercises, policy evaluations, or		
	practical policy experiments; (5 point for every additional year, but no		
	more than 20 points)		
	Experience of conducting at least 3 projects involving behavioural insights	30	
	for policy interventions (minimum requirement)	30	
	Experience of engagement in minimum 1 project involving working with		
	people from different social and cultural background; (minimum	25	
	requirement)		
	Experience of engagement in more than 1 project involving working with	50	
	people from different social and cultural background; (5 points for every		
	additional project, but no more than 25 points)		
	Total for the Management Structure and Key Personnel		300