

Request for Proposal (RFP)

Date: September 2, 2011

RFP No. UN Women/ 2011/15

Opening Date: September 3, 2011

Closing Date: September 17, 2011

Subject: RFP for the Final evaluation of UN Women Support to the Positive Women's Network on HIV/AIDS Projects in India

Duration of Assignment:

9 Weeks (1st October 2011 – 3rd December 2011)

Location: India

You are requested to submit a proposal for conducting **Final evaluation of UN Women Support to the Positive Women's Network on HIV/AIDS Projects in India**, as per enclosed Terms of Reference (TOR).

2. To enable you to submit a proposal, attached are:

- i. Instructions to Offerors (Annex I)
- ii. General Conditions of Contract.....(Annex II)
- iii. Terms of Reference (TOR).....(Annex III)
- iv. Proposal Submission Form(Annex IV)
- v. Price Schedule(Annex V)

3. Your offer comprising of technical proposal and financial proposal, in separate sealed envelopes or through e-mail, should reach the following address no later than 17th September, 2011 COB at

Address,

UN Women South Asia Regional Office

19 A Rajdoot Marg, Chanakya Puri

New Delhi – 110021, India

Voice: 91-11-26119127/ 26119129

Fax: 91-11-26119130

to the attention of : Ms. Shahnaaz Basha

C/o Registry

e-mail Option: registry.india@unwomen.org

In order to facilitate the submission of both Technical and Financial proposals, the submission duly stamped and signed can be done electronically in PDF format and sent to

registry.india@unwomen.org Technical and financial proposals should be sent as separate PDF files. If the Technical and Financial proposals are sent in the same PDF file, they will be rejected.

To secure your financial offer please set up a password which will be used at later stage once the evaluation of the technical proposal is complete. The companies who achieve the minimum score will be requested to provide passwords.

4. If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Instructions to Offerors

A. Introduction

1. Purpose of RFP

The National AIDS Control Programme–Phase II (NACP-II) recognizes that involving people living with HIV/AIDS and affected communities in the HIV/AIDS response enables individuals and communities to draw on their life experiences and thus contributes to increasing the effectiveness and appropriateness of the HIV/AIDS response. The movement for people living with HIV in India made its presence felt in the mid 90's through the effort of a handful of affected people and has steadily grown in size, visibility and capacity. In the late 90's the first national network of people living with HIV, Indian Network for people living with HIV/AIDS (INP+), was formed which has since grown to have many state level networks and district level networks (DLNs). Soon women living with HIV/AIDS became part of the growing group of articulate and informed advocates, and felt the need of establishing a network for them. In October 1998 a small group of women living with HIV/AIDS formed the *Positive Women Network (PWN+)* to address the need for a support system and to improve the quality of life of women living with HIV and their children in India.

At present, PWN+ has over 5000 members across 16 states in India. Moving from a largely South-based network, it has now come to represent the face of WLHA (Women Living with HIV/AIDS) across the country. Through this journey the network has forged collaborations and partnerships with diverse stakeholders including UN agencies, NACO, government departments, SHG, CSOs and corporate institutions. PWN+ implements its programs through organizing and mobilizing women living with HIV toward self-reliance and sustainability implemented by them and through them.

UN Women has provided support to PWN+ programmes and projects on HIV/AIDS since early 2000s. Women constitute a part percentage of the total people living with HIV/AIDS in India. By 2004, there were more than two million women living with HIV/AIDS, which is approximately 39 percent of the estimated 5.1 million living with HIV/AIDS in the country. Nationally, the prevalence rate for adult females is 0.29 percent.¹ In the country there is a growing recognition of the feminisation of the epidemic. Existing studies on Gender and HIV/AIDS, have extensively documented such factors as low levels of awareness and limited access to healthcare, as being responsible for the growing incidence of HIV/AIDS among women. Women's vulnerability to HIV/AIDS stems from a host of circumstances. They include social norms that deny women sexual health knowledge and practices that prevent them from controlling their bodies. The economic, social and psychological burden on women, especially widows, of HIV/AIDS is immense and is compounded by poverty, physical ill health, social exclusion and responsibility of caring for dependents.

This gendered dimension of the HIV/AIDS epidemic provides the backdrop for UN Women's support to PWN+ projects. In India, through its partnership with PWN+, UN Women advocates a gender-sensitive approach to combating HIV/AIDS and support women's participation in policy-making on HIV/AIDS.

This evaluation will examine UN Women's support to PWN+ projects on HIV/AIDS since 2006. The evaluation is expected to provide findings and recommendations that will assist in identifying strategies and operational approaches to strengthen UN WOMEN's mandate in the area of gender and HIV/AIDS as well as provide recommendations for its continued support to PWN+. The key objectives of this evaluation are to:

¹ Technical report, India HIV estimates 2006, NACO & ICMR

- Develop a theory of change regarding the interventions carried out by PWN+ and supported by UN WOMEN
- Clarify the strategic role of UN Women vis-a-vis other development partners in providing support to PWN+ activities; and
- Identify gaps and form recommendations for improvement of UN Women's support for HIV/AIDS programmes and its partnership with PWN+.

UNWOMEN is seeking the services of an organization for conducting the Final evaluation of UN Women Support to the Positive Women's Network on HIV/AIDS Projects in India. Further details can be found in Annex III (Terms of Reference for the Evaluation).

2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, UN WOMEN will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

B. Solicitation Documents

3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

4. Clarification of solicitation documents

A prospective organization requiring any clarification of the Solicitation Documents may notify the procuring UN Women, SARO entity in writing only by emailing at soma.misra@unwomen.org or the organization's fax number. The procuring UN Women, SARO entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be uploaded on www.unwomensouthasia.org. Prospective organizations are requested to look up the mentioned website for our responses on the clarifications until the closing date.

5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UN WOMEN entity may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, the procuring UNWOMEN entity may, at its discretion, extend the deadline for the submission of Proposals.

C. Preparation of Proposals

6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and the procuring UN WOMEN entity shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

7. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements; (e.g. financial statement for most current year, previous job/contracts reference, accreditations, etc)
- (c) Price schedule, completed in accordance with clauses 8 and 9;
- (d) Proposal security.

8. Proposal form

The Offeror shall structure the operational and technical part of its Proposal as follows:

- (a) Management plan

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.

This section should also describe the organisational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with the procuring UN WOMEN entity.

- (b) Resource plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

- (c) Proposed methodology (from the TOR)

This section should demonstrate the Offeror's responsiveness to the specification by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed warranty; and demonstrating how the proposed methodology meets or exceeds the specifications.

The operational and technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system used in the body of this RFP. All references to descriptive material and brochures should be included in the appropriate response paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

Information which the Offeror considers proprietary, if any, should be clearly marked "proprietary" next to the relevant part of the text and it will then be treated as such accordingly.

9. Proposal prices

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in these Solicitation Documents, the prices of services it proposes to supply under the contract.

10. Proposal currencies

All prices shall be quoted both in US dollars and INR.

11. Period of validity of proposals

Proposals shall remain valid for sixty (60) days after the date of Proposal submission prescribed by the procuring UN WOMEN entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UN WOMEN entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UN WOMEN entity may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern. The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

13. Payment

UNWOMEN shall effect payments to the Contractor after acceptance by UN WOMEN of the invoices submitted by the contractor, upon achievement of the corresponding milestones.

D. Submission of Proposals

14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

addressed to

UN Women South Asia Regional Office
Attn: _Ms Shahnaaz Basha
C/o Registry
19 A, Rajdoot Marg, Chanakya Puri
New Delhi- 110021, INDIA
Voice: 91-11-26119127/ 26119129
Fax: 91-11-26119130

and,

- marked with –

“RFP No. UN Women/ 2011/15 and RFP for conducting the Final Evaluation of UN Women Support to the Positive Women’s Network On HIV/AIDS Projects In India”

(b) Both inner envelopes shall indicate the name and address of the offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked “Original” and “Copy”. The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, the procuring UN WOMEN entity will not assume responsibility for the Proposal’s misplacement or premature opening.

15. Deadline for submission of proposals

Proposals must be received by the procuring UN WOMEN entity at the address specified under clause *Sealing and marking of Proposals* .

The procuring UN WOMEN entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UN WOMEN entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

16. Late Proposals

Any Proposal received by the procuring UN WOMEN entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by the procuring UN WOMEN entity prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by e-mail or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Procurement Unit of UN WOMEN.

19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, the Purchaser may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

20. Preliminary examination

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

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviations. The Purchaser's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the organization, which is most competitive on technical and financial criteria.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Management Plan Expertise of Firm / Organisation submitting Proposal	25%	175					
2.	Proposed Methodology Proposed Work Plan and Approach	50%	350					
3.	Resource Plan Personnel	25%	175					
Total			700					

Evaluation forms for technical proposals follow on the next two pages. 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 Technical Proposal Evaluation Forms are:

Form **1**: Expertise of Firm / Organisation Submitting Proposal

Form **2**: Proposed Work Plan and Approach

Form **3**: Personnel

TECHNICAL CRITERION FOR THE EVALUATION OF THE PROPOSALS

Part 1. Management Plan: Expertise of firm/organization submitting proposal		Points obtainable
1.1	Reputation of Organization and Staff (Competence / Reliability)	35
1.2	General Organizational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organization, strength of project management support e.g. project financing capacity and project management controls)	20
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.	20
1.4	Quality assurance procedures	30
1.5	Relevance of: Specialized Knowledge Experience on Similar Evaluations / Assessments Experience on Evaluations / Assessments in the Region Work for other UN agencies/ major multilateral or bilateral programmes	70
Total part 1		175
Proposed Work Plan and Approach		Points Obtainable
2.1.	Is the scope of task well defined and does it correspond to the TOR?	85
2.2.	Is there a clear understanding of the intervention being evaluated, and its linkages to UN's mandate and priorities?	30
2.3.	Is the information about expected results – outputs, outcomes and impact addressed?	30
2.4.	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	30
2.5.	Have the important aspects of the task been addressed in sufficient detail?	30
2.6.	Is the conceptual framework adopted appropriate for the task?	30
2.7.	Is the role of stakeholders described and addressed?	20
2.8.	Is the requirement to develop lessons learned identified?	20
2.9.	Does the workplan include an outline/table of contents for the final report?	25
2.10.	Does the work schedule set out a logical progression of activities through to completion?	25
2.11.	Have timeframes/target dates been establish for all key tasks, milestones and deliverables	25
Total Part 2		350
Part 3. Resource Plan: Personnel		Points Obtainable
3.1.	Is the evaluation team composition relevant to the subject to be evaluated?	25
3.2.	Was the experience and expertise of team clearly explained?	25
3.3.	Have the primary roles and key responsibilities for all the individuals making a major contribution to the evaluation been adequately identified and accountabilities clearly stated?	20
3.4.	Task Manager / Team Leader	50
3.4.1.	Professional Experience in the field of evaluation	35
3.4.2.	Knowledge of the subject area	15
3.5.	Senior Experts	35

3.5.1.	Professional Experience in the field of evaluation	25	
3.5.2.	Knowledge of the subject area	10	
3.6.	Junior Experts/Field Coordinators		20
3.6.1.	Professional Experience in the field of evaluation	15	
3.6.2.	Knowledge of the subject area	5	
Total Part 3			175
GRAND TOTAL			700

During the technical evaluation all the proposals will be evaluated on the above mentioned criterions. All the proposals scoring 70% of 700 pts = 490 pts will be shortlisted for the financial evaluation.

F. Award of Contract

22. Award criteria, award of contract

The procuring UN WOMEN entity reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action

Prior to expiration of the period of proposal validity, the procuring UN WOMEN entity will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

23. Purchaser's right to vary requirements at time of award

The Purchaser reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

24. Signing of the contract

Within 30 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

General Conditions of Contract**1. LEGAL STATUS**

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

2. SOURCE OF INSTRUCTIONS

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

3. 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. 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 UN WOMEN.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UN WOMEN for all sub-contractors. The approval of UN WOMEN 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. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UN WOMEN 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. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UN WOMEN, 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. 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 its 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:
- (i) Name UN WOMEN as additional insured;
 - (ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UN WOMEN;
 - (iii) Provide that UN WOMEN 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 UN WOMEN with satisfactory evidence of the insurance required under this Article.

E. 9. 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 UN WOMEN 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. TITLE TO EQUIPMENT

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

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

11.1 Except as is otherwise expressly provided in writing in the Contract, the UN WOMEN 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 UN WOMEN 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 UN WOMEN.

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 UN WOMEN does not and shall not claim any ownership interest thereto, and the Contractor grants to the UN WOMEN 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 UN WOMEN; 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 UN WOMEN in compliance with the requirements of the applicable law and of the Contract.

11.4 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 UN WOMEN, shall be made available for use or inspection by the UN WOMEN at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UN WOMEN authorized officials on completion of work under the Contract

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UN WOMEN OR THE UNITED NATIONS

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

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

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

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 Force majeure, as used in this Article, means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force which are beyond the control of the Parties.

14.2 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 UN WOMEN, 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 UN WOMEN 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, UN WOMEN shall take such action as, in its sole discretion; it considers being appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.3 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, UN WOMEN 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.

15. TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract.
- 15.2 UN WOMEN reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UN WOMEN 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 UN WOMEN under this Article, no payment shall be due from UN WOMEN to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures.
- 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, UN WOMEN may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UN WOMEN of the occurrence of any of the above events.

16. 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, or relating to 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

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. 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. TAX EXEMPTION

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides inter-alia 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 UN WOMEN to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UN WOMEN to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UN WOMEN before the payment thereof and UN WOMEN has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UN WOMEN with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. 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.

19.2 Any breach of this representation and warranty shall entitle UN WOMEN to terminate this Contract immediately upon notice to the Contractor, at no cost to UN WOMEN.

20. 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 UN WOMEN to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UN WOMEN.

21. **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. **AUTHORITY TO MODIFY:** No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UN WOMEN unless provided by an amendment to this Contract signed by the authorized official of UN WOMEN.

Annex III: TERMS OF REFERENCE

FINAL EVALUATION OF UN WOMEN SUPPORT TO THE POSITIVE WOMEN'S NETWORK ON HIV/AIDS PROJECTS IN INDIA

1. BACKGROUND AND CONTEXT

Background

The National AIDS Control Programme–Phase II (NACP-II) recognizes that involving people living with HIV/AIDS and affected communities in the HIV/AIDS response enables individuals and communities to draw on their life experiences and thus contributes to increasing the effectiveness and appropriateness of the HIV/AIDS response. The movement for people living with HIV in India made its presence felt in the mid 90's through the effort of a handful of affected people and has steadily grown in size, visibility and capacity. In the late 90's the first national network of people living with HIV, Indian Network for people living with HIV/AIDS (INP+), was formed which has since grown to have many state level networks and district level networks (DLNs). Soon women living with HIV/AIDS became part of the growing group of articulate and informed advocates, and felt the need of establishing a network for them. In October 1998 a small group of women living with HIV/AIDS formed the *Positive Women Network (PWN+)* to address the need for a support system and to improve the quality of life of women living with HIV and their children in India.

At present, PWN+ has over 5000 members across 16 states in India. Moving from a largely South-based network, it has now come to represent the face of WLHA (Women Living with HIV/AIDS) across the country. Through this journey the network has forged collaborations and partnerships with diverse stakeholders including UN agencies, NACO, government departments, SHG, CSOs and corporate institutions. PWN+ implements its programs through organizing and mobilizing women living with HIV toward self-reliance and sustainability implemented by them and through them.

UN Women has provided support to PWN+ programmes and projects on HIV/AIDS since early 2000s. Women constitute a part percentage of the total people living with HIV/AIDS in India. By 2004, there were more than two million women living with HIV/AIDS, which is approximately 39 percent of the estimated 5.1 million living with HIV/AIDS in the country. Nationally, the prevalence rate for adult females is 0.29 percent.² In the country there is a growing recognition of the feminisation of the epidemic. Existing studies on Gender and HIV/AIDS, have extensively documented such factors as low levels of awareness and limited access to healthcare, as being responsible for the growing incidence of HIV/AIDS among women. Women's vulnerability to HIV/AIDS stems from a host of circumstances. They include social norms that deny women sexual health knowledge and practices that prevent them from controlling their bodies. The economic, social and psychological burden on women, especially widows, of HIV/AIDS is immense and is compounded by poverty, physical ill health, social exclusion and responsibility of caring for dependents.

This gendered dimension of the HIV/AIDS epidemic provides the backdrop for UN Women's support to PWN+ projects. In India, through its partnership with PWN+, UN Women advocates a gender-sensitive approach to combating HIV/AIDS and support women's participation in policy-making on HIV/AIDS.

Rationale

UN Women has supported project initiatives of PWN+ since 2002 towards scaling-up advocacy on gender and HIV/AIDS and for increasing its outreach with groups of positive women. UN Women has supported various PWN+ activities on HIV/AIDS, including the following:

² Technical report, India HIV estimates 2006, NACO & ICMR

1. Empowering women living with HIV through advocacy, July 2004-Dec 2004.
2. Charca - creating a sustainable model in strengthening groups of young WLHA who are better able to advocate for their issues, 2005-06
3. Reviewing and taking stock of UN Women supported PWN+ activities, Sept-Dec 2005.
4. Increasing awareness amongst women living with HIV and others vulnerable, 2005-06
5. Empowering women living with HIV to lead a violence free life, Mar-Apr 2007.
6. National consultation and workshop for improving the participation, representation and involvement of Women Living with HIV, Aug 2008-Mar 2009
7. Strengthening and bringing new perspective to women Drop In Centres (DICs) with PWN+ of India, 2009-10.
8. Ensuring Specific Rights of Women living with HIV (partnership with Rajasthan Network for People Living with HIV/AIDS and IMPACT Partners in Social Development), 2009-2011.

Further details regarding these programmes can be found in **Table No. 1**.

Since its inception in 2002, there has been no evaluation of the overall partnership between UN Women and PWN+ and of UN Women supported PWN+ activities and initiatives on HIV/AIDS. As a result, the PWN+ programme was selected for decentralized evaluation in the year 2010-2011 as per the UN Women's Evaluation Policy. A UNIFEM sponsored report that examined PWN+ activities was published in September 2005³. This report conducted a detailed case study of various PWN+ activities and its partnership with UNIFEM since 2002. Two further UN Women monitoring reports were conducted in 2010 by Meera Mishra and Anindit Roy Chowdhary. This evaluation will examine UN Women's support to PWN+ programmes on HIV/AIDS since 2006.

Objectives

The principal objectives of the evaluation are to:

- Develop a theory of change vis-a-vis the interventions carried out by PWN+ and supported by UN WOMEN
- Clarify the strategic role of UN Women vis-a-vis other development partners in providing support to PWN+ activities; and
- Identify gaps and form recommendations for improvement of UN Women's support for HIV/AIDS programmes and its partnership with PWN+.

The evaluation is expected to provide findings and recommendations that will assist in identifying strategies and operational approaches to strengthen UN WOMEN's mandate in the area of gender and HIV/AIDS. An important evaluation activity will be to compare UN Women's support to another positive people's network (RNP) with its partnership with PWN+. The lessons from the evaluation and the comparative analysis of its partnership with RNP will provide recommendations for UN Women's continued support to PWN+ and its overall strategy on HIV/AIDS in India.

2. SCOPE AND PRELIMINARY EVALUATION QUESTIONS

Given the tight timeline and budget, the scope of this evaluation will be limited to UN WOMEN's support to PWN+ between 2006-2010 in a selected sample of states. UN Women supported several PWN+ projects in the states of Andhra Pradesh, Tamil Nadu, Karnataka, Kerala, Delhi and few

³ Kousalya P., Shyamala Shiveshwarkar, Akhila Sivadas and Suneeta Dhar. 2005. "Using Rights-Based Processes Towards Building Gender-Sensitive Responses for Women Living with HIV/AIDS: The UNIFEM South Asia Partnership with the Positive Women Network, India and Centre for Advocacy and Research in India"

Northeastern states but the evaluation will select a sample of these states to focus its data collection efforts. **Table 1** shows that UN Women’s support to PWN+ activities has been concentrated in the southern states, Delhi and a few northeastern states.

Rather than address the standard evaluation criteria – relevance, effectiveness, efficiency, sustainability and impact – this evaluation will be organized around two very specific questions:

1. *Did UN Women supported PWN+ projects empower the lives of women living with HIV/AIDS (WLHA)?*
 - What evidence exists that the UN Women supported PWN+ activities, advocacy and training improved the lives of WLHA?
 - As a result of PWN+ intervention, what are the positive and negative changes produced directly or indirectly by the programme on the WLHA and other vulnerable groups, and on their societal conditions?
2. *Has UN Women’s support to PWN+ resulted in organizational capacity building of the network and its members?*
 - How has UN Women supported organizational capacity in PWN+? Is this capacity sustainable?
 - What is the likelihood that PWN+ can maintain similar level of programme delivery in the absence of UN Women support?

Both these questions will also examine UN Women’s support to PWN+ in light of its relatively new partnership with RNP. (**Table No. 1**). In addition to the above questions, a key activity of the evaluation is to develop a programme theory of UN Women’s support to PWN+ to achieve its objectives on HIV/AIDS. Further evaluation questions may be developed at the inception stages once a theory of change has been developed by the evaluator.

The above questions and sub-questions are intended to make the methodology more precise and accessible, thus optimizing the focus and usefulness of the evaluation. The choice of evaluation questions determines the subsequent phases of information and data collection, methods of analysis, and derivation of final judgements discussed in the following sections. The evaluation questions and their rationale will be finalized by the evaluation team in the final inception report and then validated by the UN Women M&E Unit.

3. PRELIMINARY APPROACH

Sampling Strategy

Given the strict time and budget constraints, this evaluation will select a small sample of activities for data collection and analysis. Several criteria can guide the sample selection, including, the amount of UN Women’s financial support, the number of beneficiaries and so on.

Within the sampled activities, various data collection activities will be undertaken, including interviews and focus groups. Since a long time has elapsed since these activities were undertaken, it will be difficult to trace all project beneficiaries making it difficult to get a representative sample for conducting interviews. The sampling strategy for selection of candidates for interviews should be purposive, based on recommendations from PWN+ staff and identification by the evaluation team.

Data Collection

In view of the nature of UN Women’s support to PWN+, the evaluation will seek to obtain data from a range of sources, including thorough desk reviews and document analyses, interviews, as well as stakeholder consultations, interviews and focus groups of UN Women programme staff, PWN+ members and staff, and beneficiaries. The rationale for using a range of data sources (data, perceptions, evidence) is to triangulate findings in a situation where much of the data, due to the very

nature of UN Women’s work in HIV/AIDS, is qualitative, and its interpretation thus critically dependent on the evaluators’ judgment. Triangulation provides an important tool in shoring up evidence by using different data sources to inform the analysis of specific issues.

Where possible and appropriate, the evaluation should seek to obtain evidence as to what may or may not have occurred in the absence of UN Women’s support to PWN+. This is especially important given PWN+ received support from other UN agencies as well (such as UNICEF and UNAIDS) and it will be difficult to distinguish the effectiveness of UN Women’s work from the other agencies’.

The evaluation will be based on the following sources of data: (i) documents; and (ii) interviews with key personnel in UN Women and other partner agencies; PWN+ members and staff; and beneficiaries. *Document reviews* should include all relevant documents pertaining to the project such as:

- UN Women ToR for PWN+ activities
- Periodic Reports submitted by PWN+.
- Workshop / training reports prepared by PWN+
- Project Completion reports submitted by PWN+
- Monitoring visit reports prepared by internal and external monitors of UN Women.

Supplementary interviews may include:

- (i) Semi-structured ‘outsider’ individual interviews with beneficiaries of PWN+ projects;
- (ii) Semi-structured ‘insider’ individual interviews with UN Women programme personnel, United Nations personnel in agencies directly collaborating with PWN+ on HIV/AIDS, and PWN+ members and staff involved with UN Women HIV/AIDS programmes.
- (iii) Other interviews to validate findings and to gather insights into the operational and other dimensions of UN Women’s support of PWN+ activities.

Depending on the data source, the evaluation team will need to develop data collection instruments (such as semi-structured questionnaires, focus group checklists, and so on). Following an initial desk review, the evaluation team is expected to revisit this evaluation framework and propose the final areas of enquiry, evaluation questions and sub-questions, and the methodologies to be used for data collection and analysis in the Inception Report. The evaluation framework will be finalized in consultation with the UN Women SASRO.

4. EVALUATION MANAGEMENT

Management arrangement

The UN Women SASRO M&E unit will provide the substantive technical support to the Evaluation Team and will work particularly closely with the Evaluation Team Leader throughout the evaluation.

Further, a stakeholder group will be constituted that will be consulted during different phases of the evaluation in order to (i) ensure an adequate understanding of the nature of UN Women’s partnership with PWN+ and work in HIV/AIDS, (ii) validate the overall evaluation approach, (iii) ensure that the evaluation report is factually correct and contains no errors of interpretation, and (iv) facilitate the formulation of conclusions and recommendations that are relevant and utilization-focused. The stakeholder group will include a mix of UN Women programme staff and PWN+ staff members.

Evaluation team

This evaluation is to be carried out by a team comprising 3-4 individuals with advanced knowledge and experience in evaluation, especially related to HIV/AIDS. The core evaluation team will consist of one team leader and up to three junior experts or research assistants. The senior expert will act as the team leader and will be a HIV/AIDS expert with experience in conducting evaluations. The team leader will provide intellectual leadership and direction and will lead the dissemination of the findings and recommendations. *Given the budget constraint, the total number of team members should not exceed*

four. Further details regarding team responsibilities and expected experience level are provided in **Table No. 2.**

Evaluation schedule

Table 2: Timeline and Products

	Activities	Weeks								
		1	2	3	4	5	6	7	8	9
1.	Evaluation Planning Initial document review Consultations with Programme Unit and M & E Unit on following: <ul style="list-style-type: none"> ○ Evaluation approach ○ Powerpoint presentation on the evaluation approach that will be shared with key stakeholders 									
2.	Composition of evaluation team									
3.	Inception report and workshop (not more than 10 pages) containing: <ul style="list-style-type: none"> ○ Overview of the evaluation purpose and objectives ○ Team - Roles and Responsibilities ○ Evaluation Framework <ul style="list-style-type: none"> ✓ Evaluation questions and sources of data ✓ Sampling and data collection tools ○ Work plan – including reporting timelines, data collection and analysis On submission of the inception report and presentation to the UN Women office, the second installment will be released									
4.	Planning for data collection and field visits <ul style="list-style-type: none"> ○ Desk review of all the resource materials developed by PWN ○ Drafting the questionnaire for the data collection (In consultation with the programme and M & E Unit) ○ Pilot test the questionnaire ○ Orientation of the evaluation team members for conducting the survey and interviews 									
5.	Data collection and field visit Field visits for data collection through individual interviews & FGDs with project functionaries/intermediaries, UNWOMEN programme unit and interviews with project beneficiaries									
6.	Data compilation and analysis									
7.	Draft Evaluation report and organization assessment report and reports submitted to UN Women SASRO (by the end of the week)									
8.	Finalize Evaluation Report incorporating comments from UN Women and other key stakeholders									
9.	Workshop to disseminate the findings of the evaluation with key stakeholders and UN Women Programme and Evaluation staff									

5. DELIVERABLES

Deliverable 1 – Inception Report and workshop

Deliverable 2 – Final Evaluation Report

Deliverable 3 – Dissemination workshop

Inception Report and workshop

The inception report will include evaluation methodology, detailed workplan, data collection instruments (including questionnaire for the interviews) roles and responsibilities of the team members and plans for field visits. An inception workshop will be organized by the evaluator to get key stakeholders’ inputs on the evaluation approach.

Final Evaluation Report

A final evaluation report will be submitted by the organization and that should not exceed 50 pages, excluding Annexes. The Report should contain at least the following sections:

- Executive Summary
- Background and context of the evaluation

- Programme description – its logic theory, results framework and exogenous factors likely to affect success
- Evaluation purpose
- Evaluation approach and methodology
- Findings – from various data sources including desk reviews, case studies, interviews, surveys etc. Provide explanation of findings and interpretations
- Conclusions and lessons learnt
- Recommendations
- Annexes:
 - Terms of Reference for the evaluation
 - Itinerary (actual)
 - Data collection instruments: interview/survey questionnaire, focus group discussions questionnaire
 - List of documents reviewed
 - List of beneficiaries, PWN+ staff and (current and former) programme staff interviewed (without identifying names to maintain confidentiality).

Dissemination workshop

A dissemination workshop will be organized by the evaluation agency in consultation with and funded by UN Women SASRO, wherein PWN+ office bearers, various stakeholders involved in the HIV/AIDS programme and government departments will be invited. The dissemination workshop will present the key findings and recommendation of the evaluation. In addition the recommendations and experiences of the participants will also be documented in a separate module of the main report.

Evaluation audience

The evaluation users are UN Women headquarters, regional office and country programme office in S. Asia; Government of India and relevant ministries and departments; bilateral and multilateral agencies and donors; PWN+ staff and members and CSOs working on HIV/AIDS.

Mode of payment

The payment for the consultants selected through the competitive process will be as per approved budget. 20% of the payment will be made on signing of the contract agreement, 30% on submission of the inception report, 30% on the submission of the draft evaluation report and the final 20% on the submission and acceptance of the final evaluation report and other agreed products.

Table No. 1: PWN+ Programme Activities/Initiatives, 2004-2010

Project Title and description	Project Period	Geographical spread	Major highlights	Total Project Cost
Empowering women living with HIV through visioning, capacity building and advocacy.	July 2004 – March 2005	Northern region (Maharashtra , Rajasthan, Gujarat, Delhi, and Orissa); Northeastern region (West Bengal, Manipur, Nagaland, Meghalaya and Assam). Andhra Pradesh and Gujarat	Conducted regional workshops for developing a national perspective of PWN’s vision and activities to help PWN in strategic planning. Legal literacy workshops conducted. Mainstreaming gender issues of equity and empowerment in the Positive People Networks. Developing Advocacy materials on rights of positive women.	10,57,250/ -
Charca Creating a sustainable model in strengthening groups of young WLHA who are better able to advocate for their issues	Aug 2005 – Feb, 2006 (7 mo)	Two districts in India – Guntur in Andhra Pradesh and Bellary in Karnataka	Facilitated capacity building programme for 25 WLHA in 2 districts - Kanpur and Guntur / Bellary districts. Facilitated a multisectoral policy roundtable in each of the two districts. Developed a resource directory for WLHA in India. Training follow up, monitoring and refresher at district level	346,500
A Review of PWN+ activities in the past three years in partnership with UN WOMEN	Sept – Dec 2005 (4 mo)	Tamil Nadu, Andhra Pradesh and Gujarat	Conducted a participatory review of the impact of the work done by PWN+ in partnership with UN WOMEN over the past 3 years. Identified and reviewed the existing situation regarding the integration of WLHA concerns into the schemes of the key Government Departments in 3 states. Developed strategies for operationalizing these schemes on the ground for WLHA. Reviewed activities in Tamil Nadu, Andhra Pradesh and Gujarat. Organised a high level stakeholder’s workshop in Andhra Pradesh with representatives from various ministries and departments of the Govt of India.	607,100
UN Trust Fund in	30 Nov 2005	Madurai, TN	Conducted a base line survey for 40	11,25,500

Project Title and description	Project Period	Geographical spread	Major highlights	Total Project Cost
Support of Actions to Eliminate Violence Against Women support for PWN+	– 29 Nov 2006		<p>positive women from Madurai district to assess their knowledge on issues of reproductive health/ VAW/property and legal rights and livelihood options</p> <p>Organized 3 two-day training and capacity development workshops for these 40 positive women on reproductive health/VAW/property and legal rights and livelihood options in collaboration with women’s groups working on these issues.</p> <p>Comprehensive documentation of each case profile of the 40 women and referrals made</p> <p>Developed some campaign material (posters/leaflets) to raise awareness of other vulnerable women in Madurai district on the linkages between reproductive health/ VAW & HIV/AIDS and other critical issues such as property rights and livelihood issues</p> <p>Organized one state level sensitization workshop bringing in representatives from panchayat raj institutions (PRIs), judiciary, health officials and police to share concerns of positive women</p> <p>Conducted an end line survey with the 40 positive women</p> <p>Facilitated project evaluation and assessment</p>	
Empowering Women living with HIV/AIDS to protect their legal rights and lead a violence free life.	Mar-Apr2007	Kerala and Tamil Nadu	<p>Activities included street plays, the ‘Walk’ and sensitization programme with college students, positive people, people in the government and the general public.</p> <p>Copies of the brochures and posters were developed for the project.</p> <p>Training programme was conducted</p> <p>End of Project Report was delivered that captured the work of PWN+ with regard to violence on HIV+ women.</p> <p>Submission of an audited statement certified by an external auditor. Also submit financial statement.</p>	2,71,200
National consultation and workshop for improving the participation,	Aug 08 - Mar’09	National and state level representation from 8 - 10 states	PWN+ provided the advocacy materials such as brochures and media copies. UN WOMEN partnership was acknowledged in all materials.	11,99,200

Project Title and description	Project Period	Geographical spread	Major highlights	Total Project Cost
representation and involvement of Women Living with HIV				
Strengthening & Bringing New Perspective To Women Drop In Centres (DICs) with PWN+ of India	November 2009 – October 2010	Tamil Nadu and Delhi	Revised operational guidelines and related tools developed for the women focused DICs DIC staff trained for effective implementation of the revised operational guidelines and related tools for scaling up Innovative partnership model set up in one DIC each in two states with women welfare organizations for leveraging support in the areas, viz., programmatic, technical, financial, etc. Formation of a partnership forum SACS and NGOs use the PWN+ developed training tools for operationalisation of the DIC guidelines in two states	15,68,475
Ensuring Specific Rights of Women living with HIV (in partnership with Rajasthan Network for People Living with HIV/AIDS and IMPACT Partners in Social Development)	December 2009 – December 2011	Rajasthan	The program based in Rajasthan is a two year (December 2009 – December 2011) initiative which aims to develop a draft state policy on issues affecting women living with HIV/ Aids (WLHIV). The policy aims to provide for a 'minimum' package of services which should be available to WLHIV. The program adopts a multi-pronged strategy as detailed below: <ul style="list-style-type: none"> - Prepare of a draft policy by means of a participatory consultation process. - Improve the knowledge and skills of people affected by HIV (especially women) in their interaction with the government. - Conduct a needs assessment on political programmes for women affected by HIV (i.e. develop baseline data). - Improve knowledge of rights-based policies among staff in the ministries of Health, Children and Social Justice. 	TBD

Table No. 2: EVALUATION TEAM

Team Responsibilities

The Evaluation Team will be responsible for:

- i. Refining the evaluation approach and methodology;
- ii. Implementing the evaluation with adequate attention to building ownership of common analysis and recommendations;
- iii. Developing and testing data collection instruments, including questionnaires, interview questions and focus group protocols;
- iv. Developing any databases needed for processing quantitative and qualitative data;
- v. Systematic evaluation data collection and data processing;
- vi. Design and facilitation of required meetings;
- vii. Preparation and delivery of draft and final reports and presentations; and
- viii. Completing the evaluation on time and within budget.

Expected Experience of Team

The evaluation team should consist of not more than four members with one senior expert and two junior experts or research assistants. As a unit, the Evaluation team must offer the following demonstrated experience and knowledge:

- Significant knowledge and experience of evaluation concepts and approaches
- Experience of conducting studies and evaluation
- Knowledge of HIV/AIDS
- Good knowledge of the UN system, national programmes, information/ data/ statistical systems, etc.
- Updated experience with gender equality issues and knowledge of mainstreaming gender into policies/programming/development; knowledge of gender related strategies of government and non-government agencies
- Sound understanding of human rights based approaches
- Facilitation skills, particularly design of stakeholder consultations exercises
- Strong quantitative and qualitative data collection and analysis skills; and
- Excellent analytical skills and documentation skills.

The senior expert must have extensive experience in the field of evaluation, especially related to gender and HIV/AIDS. Ideally, the senior expert will be a known leader in the field and will serve the role of the team leader. The team leader should have:

- Minimum fifteen years working experience in international development and good understanding and experience of the UN system;
- Experience in conducting and leading corporate/organizational evaluation;
- Excellent analytical skills and communication skills;
- Demonstrated excellent report writing skills in English; and
- Experience of facilitating workshops for initiating evaluation and for sharing evaluation findings.

The two junior team members should have at least five years experience in development, with specialization in gender, HIV/AIDS, social development, women's rights and international human rights instruments, and gender information, data and statistical systems. Evidence of the above experience of the team in conducting similar evaluations will need to be submitted, in addition to their latest CVs.

Annex IV: PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the Solicitation Documents we, the undersigned, offer to **Final Evaluation of UN Women Support to the Positive Women's Network on HIV/AIDS Projects In India** as per the TORs for the sum as may be ascertained in accordance with the Finance/ Budget Plan attached herewith and made part of this proposal.

We undertake, if our Proposal is accepted, to commence and complete all activities specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

Signature

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

Annexure V Finance/ Budget Plan

The organization is asked to prepare the Finance/Budget plan as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Organizations.

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18.

The Finance/ Budget Plan must provide a detailed cost breakdown (in excel). Provide separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of an equipment component to the service provided, the Finance/ Budget Plan should include figures for both purchase and lease/rent options. UN Women reserves the option to either lease/rent or purchase outright the equipment through the organization.

The format shown on the following pages should be used in preparing the Finance/ Budget Plan (in Excel). The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

Project Name							
Budget							
SL.No.	Budget Heads	Unit/Qty	Rate	Total	%age	SL.No.	Notes on budget line items
1	Personnel ⁴						
	sub total Personnel						
2	Programme ⁵						
	Sub total Programme						
3	Equipment ⁶						
	Sub total Equipment						
4	Administrative Costs ⁷						
	Sub total Administrative cost						
	Total				100		

⁴ Personnel includes salaries for the project staff. The budget should be in the range of 20-25% however the budget will vary for the research oriented budget

⁵ Programme includes budget for the programme activities including monitoring & evaluation (3%) to be detailed activity wise at 65-70%

⁶ Equipment to be budgeted if required under the project not exceeding 2-3% of the total budget

⁷ Administrative cost is limited to 7% and includes expense such as rent/utilities, communication, xerox, expendable supplies, audit cost etc.