



**IMPORTANT**  
**Request for Proposal**

November 25, 2010

Dear Sir/Madam,

**Subject: Request for Proposal for holding and facilitating one 3-day workshop in Tehran for Training prison TB coordinators of Prisons Organizations on TB.**

You are invited to submit a proposal for holding and facilitating of the above workshop. To enable you to submit a proposal, attached are:

- Annex I -** Instructions to Offerors
- Annex II -** General Conditions of Contract
- Annex III** Terms of Reference for one 3-day workshops in Tehran
- Annex IV-** Questionnaire
- Annex V-** Proposal Submission Form
- Annex VI-** Financial Proposal Template
- Annex VII-** Technical Evaluation Criteria (for your information only; to be used by UNDP)

I would like to assure you that the information received from you will be kept confidential for the sole and internal consideration of UNDP. Please allow me to bring to your attention that UNDP reserves the right to disqualify your firm from further evaluation if (1) your firm fails to submit the complete questionnaire and proposal before the mentioned deadline; (2) the evaluation panel finds your firm not suitable for the assignment. In addition, kindly note that this inquiry contains no contractual offer of any kind and should not be regarded as an acceptance of any offer by the UNDP.

Your offer comprising of completed questionnaire (as per Annex IV) and other technical documents and financial proposal (as per Annex V) along with all other supporting documents should be sent in two separate sealed envelopes marked **“Holding & facilitating 3-day workshop in Tehran”** to the following address no later than **12 noon of December 5, 2010 (14 Azar, 1389 – Iranian Calendar)**

Global Fund Procurement Unit  
United Nations Development Programme  
# 8 Shahrzad Blvd, Darous, Tehran – Iran



Important notes:

- Submissions received after the mentioned date will not be evaluated and will be returned to the offeror un-opened.
- Submissions that do not include all requested documents mentioned in Item 7 of Annex I will not be evaluated.
- Your offer must be valid for at least 90 days.
- If you request additional information, please provide us with official letter/fax as telephone inquiries cannot be replied to.
- The offeror shall bear all costs associated with the preparation and submission of proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of solicitation

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.

You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Sincerely,

A handwritten signature in blue ink, which appears to read 'Negar Arefi', is positioned above the printed name.

Negar Arefi

Deputy to portfolio coordinator (Operations)/  
Head of Procurement Unit



## Annex I

### Instructions to Offerors

#### A. Introduction

##### 1. General

The purpose of this Request for Proposal is holding and facilitating one 3-day workshop in Tehran for training prisons TB coordinators of Prisons Organizations on TB

##### 2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case is 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 Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring UNDP 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 sent to all prospective Offerors that have received the Solicitation Documents.

## 5. Amendments of solicitation documents

At any time prior to the deadline for submission of Proposals, the procuring UNDP 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 UNDP 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 UNDP 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 technical and financial proposal

The **Technical Proposal** shall comprise the following components:

- (a) Proposal submission form (Completed, signed and stamped)
- (b) Company profile of the offeror (organization/company/NGO)
- (c) Company's registration documents
- (d) Proposed list of lecturers who match the requirements mentioned in Annex III (Terms of Reference);
- (e) CV/Resume of proposed lecturers (please see the Terms of Reference Annex III)
- (f) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- (g) Completed questionnaire (Annex IV) and all the required evidences as specified in Section "Attachment" of Annex IV
- (h) Complete and detailed specification of the facilities of the workshop including venue, accommodation, food and refreshment, A/V equipments, etc.

The **Financial Proposal** shall comprise the following components:

- Price schedule, completed in accordance with clauses 8 and 9 as per the template attached hereto as Annex VI;

Note:

- Please note that all expenses incurred as a result of organizing the workshop are the responsibility of the contractor and should be included in your financial proposal.
- Please provide your final financial proposal
- Please ensure that all relevant costs are considered in your financial proposal (please see the details in Terms of Reference attached as Annex III):
  - Workshop venue
  - Lecturers
  - Accommodation with breakfast
  - Dinner
  - Lunch and two refreshments during the workshop days
  - A/V and IT equipment
  - Stationery, print-outs, etc.
  - Any other relevant cost item required for arrangement of a workshop

**8. Proposal form**

The Offeror shall submit all the documents mentioned in item 7 above as technical proposal.

**9. Proposal prices**

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

**10. Proposal currencies**

All prices shall be quoted in local currency (Iranian Rials)

**11. Period of validity of proposals**

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by the procuring UNDP entity on the grounds that it is non-responsive.

In exceptional circumstances, the procuring UNDP 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 initiated by the person or persons signing the Proposal.

### 13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP 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. Inner Envelopes:

- ❖ Both inner envelopes shall indicate the name and address of the offeror. The first inner envelope shall contain the information of technical proposal and the second inner envelope shall include the financial proposal.

Please mark the two envelopes as follows:

- Technical proposal for “Holding and & facilitating one 3-day workshop in Tehran”; Name and full address of the company;
  - Financial proposal for “Holding and & facilitating one 3-day workshop in Tehran”; Name and full address of the company;
- All pages of submitted documents must be clearly marked and stamped with the name of your institute/company

##### b. The outer envelope

Your offer comprising of technical and financial proposals, in separate sealed inner envelopes, should be sealed in an outer envelope to reach the following address no later than 12 noon of December 5, 2010 (14 Azar, 1389- Iranian Calendar) to Address: # 8 (former 39) Shahrzad Blvd. Darrou, Tehran, Iran.

The procuring UNDP 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 UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

- (a) 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 UNDP 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 UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **12 noon of December 5, 2010 (14 Azar, 1389- Iranian Calendar)**

The procuring UNDP 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 UNDP 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 UNDP 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 UNDP 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 telex 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 Head of the procuring UNDP entity.

### **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 Component will be reviewed only for those firms/institutions whose Technical Component meets the requirements for the assignment
- Total number of points which a firm may obtain for both components together is 100. The technical component has a total possible value of 70, and will be evaluated by using the criteria inquired in the questionnaire of Annex IV and with the following distribution of weights:

- a. The firm's competence, relevance of mission, and capacity in the specific field of assignment (30 points)
- b. The firm's previous experience in similar activities (40 points)

For detailed criteria please see Annex VII.

- The price proposal of the Proposals will be opened and evaluated only for submissions that passed the minimum technical score of 70% of the obtainable score of 70 points in the evaluation of the technical proposals (in other word, only the financial offers of the submissions whose technical proposal obtains 49 out 70 scores will be opened and evaluated).
- The total amount of points allocated for the price component is 30. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:  
[Total Price Component] x [Rial / lowest] / [Rial/ other] = points for other proposer's Price Component.

The offer receiving the highest sum of technical and financial scores will be considered as the most favorable offer by the Evaluation Panel.

#### **F. Award of Contract**

##### **22. Award criteria, award of contract**

The procuring UNDP 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 UNDP 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.

**25. Performance security (Not applicable for this contract)**



## **Annex II General Conditions of Contract**

### **1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis 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. 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 which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

### **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 UNDP.

### **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 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. 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. 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. 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 UNDP as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

(iii) Provide that 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 UNDP with satisfactory evidence of The insurance required under this Article.

## **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

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. 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. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS**

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, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the Execution of this Contract. At the UNDP's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNDP in compliance with the requirements of the applicable law.

## **12. 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 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 UNDP, shall be treated as confidential and shall be delivered only to UNDP 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 UNDP, any information known to it by reason of its association with UNDP which has not been made public except with the authorization of UNDP; 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 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 UNDP 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, UNDP 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, 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.

## **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 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. 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, UNDP may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNDP 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.

## **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.

## **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 UNDP to determine a mutually acceptable procedure.
- 18.2 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 UNDP before the payment thereof and 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 UNDP 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 UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **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.

## **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.

## **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 UNDP unless provided by an amendment to this Contract signed by the authorized official of UNDP.



**ANNEX III  
UNDP Iran**

**Terms of Reference**

**Training Workshop for prison TB coordinators**

**Work plan Activity Code:O2.SDA2.a4  
Sub-recipient: Iranian Prisons Organization (PO)**

**Background**

The current project is funded by the Global Fund (GFATM) Round 7 program titled “The Training workshop for TB coordinator”) to support Iran’s response in controlling TB prevalence and incidence. The key objectives are: (1). Pursue high quality DOTS expansion and enhancement. (2). Address TB/HIV, MDR-TB and other challenges. (3) Empower people with TB, and communities. (4) Strengthen program management capacity. United Nations Development Program (UNDP)-Iran country office as the Principal Recipient (PR) works with the Country Coordinating Mechanism (CCM) and two Sub-recipients (SRs) in implementation, monitoring, and evaluation of the program. The SRs are: Center for Disease Control of Ministry of Health (CDC), Iran Prisons Organization (PO).

**Objective**

The purpose of holding 3-day workshops is to train 30 Prisons’ TB coordinators, and enhance general knowledge of the target groups on the following topics (average of half a day for each topic):

- General knowledge on TB, routes of transmission, methods of prevention and treatment
- Training Electronic registry
- Training on collecting and reporting data quarterly.
- Training DOTS strategy
- Training Stop TB Strategy
- Training harm reduction activities in Iranian prisons



### **Duration of work**

The Contractor is expected to undertake one 3-day workshop in Tehran within 15 days after start date of the contract. Tentative time schedule for contract would be first of December until first of January

### **Detailed Responsibilities**

1. The contractor shall specify the venue of the workshop within 3-days after the start date of contract and shall obtain approval of Prisons Organization before confirming the venue.
2. It is expected that the contractor propose a team of lecturers who have the credentials mentioned in Qualifications Section to cover the topics mentioned in the Section of Objective. The contractor should prepare an agenda with the name of lecturer for each topic and exact date and time of each lecture within one week after signing the contract and obtain PO approval.
3. The contractor shall prepare and submit the following items within one week after signing the contract and shall obtain approval of Prisons Organization before implementing Workshop.
  - a. Time-plan and agenda for the workshops
  - b. Implementation methods including registration arrangement and coordination, name of trainers
  - c. Submission of Pre-Test, Post-Test formats and quality assessment questioners.
  - d. Reporting template
  - e. Monitoring and Evaluation plan with assistance and in close coordination with PO. The M&E plan should include, but not be limited to, overall plan for monitoring of program to ensure that the goals of programe are achieved.
4. Informing PO officially about the detailed time plan of the program one weeks in advance to allow for required pre-arrangements with the Prisons' staff
5. Preparing stationery, print-outs and CDs such as, manuals, hand-outs, pre-test, post-tests and quality assessment questionnaires, slides, registration/ID cards, list of participants, and list of participants for accommodation, etc.
6. Arranging all the pre-requisites required for the workshops such as accommodation, refreshment and food, venue, and contracts with lecturers, etc.



7. preparing and submitting of detailed and accurate reports accompanied by supporting documents such as workshop reports, list of attendees, pre-test, post-test results, result of quality assessments, and invoices.
8. Ensuring continuous coordination with Health Office of the Prisons Organization and the Global Fund Project unit in this office, as well as UNDP officers on all matters related to arrangement of the workshops and reporting.
9. Submitting two copies of all reports (attendance sheet, M&E reports including the result of pre-test, post-test, etc) within two weeks after conducting workshop. Fully cooperate with organizations or individuals introduced by PO or UNDP for monitoring and evaluation of activities.
10. Announcing and justifying any change in the arrangement of the workshop officially and obtaining approval of UNDP and PO.
11. Full cooperation with organizations and/or individuals introduced by Po or UNDP for monitoring and evaluation of activities.

**Outputs/Deliverables:**

**Workshops:**

One 3-day workshop should be held to train Prisons' TB coordinators in Tehran.

The required facilities for venue of workshop and accommodation of participants are as follows:

**Facilities and services required for workshop**

**(1) Conditions of workshop venue, meal and refreshment:**

- Appropriate and quiet venue to accommodate at least 40 participants
- Comfortable chairs and tables
- A/C system and light
- Audio and visual equipment such as video projector and screen, wire-less microphone, television, DVD/VCR player, notebook computer, photocopier and presence of an IT assistant for support
- 5 Flipcharts for group-work



- Enough space for group- work for at least 5 groups
- Easy access to praying room
- Suitable canteen/dining hall for serving lunch and refreshment
- Lunch shall contain 2 different main courses and side dishes (soup, salad, drink, etc.) for at least 40 participants
- Serving 2 breaks for refreshment with, tea, coffee and pastries (one morning break and one afternoon break)
- If the location of workshop venue is separate from the location of accommodation, group transportation shall be arranged and provided by the Contractor and travel time should not exceed more than 20 minutes .

**(2) Conditions of accommodation:**

- Rooms with a maximum of 3 beds (maximum of 3 people in one room)
- Accessibility of suitable bathroom for all rooms
- A/C in each room
- Suitable restaurant with capacity of serving food (breakfast and dinner) for at least 40 participants. Dinner should consist of 2 main courses and side dishes (soup, salad, drink, etc.)
- Access to communication equipment such as telephone and fax at the expense of guests
- Availability of services such as taxi at the expense of guests

**Qualifications:**

The Contractor (organization/firm/NGO) is expected to have the following qualifications:

- Relevance of mission and vision of the entity with the objectives of this activity.
- Previous experience in undertaking workshops
- Familiarity with public health issues and harm reduction activities.

The team of lecturers proposed by the contractor should have the following credentials:

- Advanced university degree in health/medicine or the related fields such as social science, psychology, Epidemiology
- Familiarity with the context of TB and health.
- Background in training and education and experience in facilitating workshop



- Familiarity with the subject of TB, routes of transmission, methods of prevention, and DOTS strategy
- Familiarity with infectious disease such as TB,HIV,etc

**Report(s):**

In addition to the reports mentioned under item 2 of Section Detailed Responsibilities, the following report should be submitted to UNDP and PO in English within two weeks after completion of workshop.

- Implementation reports consisting of attendance list, detailed time and date of workshop and sessions, name of lecturers, syllabus, results of pre-test and post-tests, results of quality assessment questionnaires.

**Verification:**

The reports shall be verified /endorsed by Prisons Organization.

**Payment Term:**

<b>Milestone</b>	<b>Amount</b>
First payment :Upon receipt of agenda, name of lecturers, participants packages, drafts of syllabus by PO and approval of all by PO(before concerning the Workshop)	15%
Final Payment: Remaining 85% will be disbursed to the contract within 30 days upon receiving and verification of the reports of workshop (after completion of the Workshop)	85% (to be paid after final reports)

## Annex IV

Questionnaire Related To Advertisement for holding and facilitating one 3-day workshop in Tehran for Training prison TB coordinators of Prisons Organizations on TB.



(Please type)

### General Information:

Full name of organization (in Farsi):

Full name of organization (in English):

Central office address:

Tel No:

Fax No:

E-mail:

Website:

Name of General Manager:

Name of Chair of Board of Directors/Trustees:

*Please attach CV/resume of General Manager and Chair of Board of Directors/Trustees.*

### Legal and Registration Information:

Organization's year of establishment (سال شروع فعالیت) :

Organization's official registration date:(سال ثبت رسمی)

Please specify under which of the following modalities/organizations the entity is registered:

Ministry of Interior Office as a Non- governmental/non- profit organization (ثبت در وزارت کشور)

Youth national organization ( ثبت در سازمان ملی جوانان ) :

Office of registration of companies and industrial ownership ( اداره کل ثبت شرکتها و مالکیت صنعتی )

Others: .....

Registered under name of: .....

Number and date of registration on permission of activity ( شماره و تاریخ ثبت مجوز فعالیت ) :

*Please attach all legal and registration documents.*

## Annex IV

### Summary of Goals and Mission of Organization Based on Official Permission of Activity & Article of Association:

### Personnel Information:

Number of the member of Board of Directors/Trustees:

Number of employees (excluding Board of Directors/Trustees):

Number of employees working in finance and accounting sections:

Please specify the number of finance team members and their field of expertise who can be assigned for fulltime services to the activities for the duration of the contract):

Name of health, medicine and psychology experts proposed as lecturer for this workshop (please indicate exact field of expertise and attach CV/Resume):

## Annex IV

**In which of the following TB related areas the organization has previous experience?**

- Advocacy
- Support of people living with TB related illness in legal affairs
- Abstinence based programs
- Peer groups
- Training youth and public awareness raising
- Charity & financial support to people living with TB related illness
- Training activities
- Others (please mention): .....

**Geographical spread of previous activities (please specify the names of countries, cities and towns where your organization has performed activities) :**

**Selected Activities Involving health and TB educational workshops during the past 5 years**

**Please indicate date, short description of activities, institutes or organizations which participated in the activity, number of people who benefited from the activities and financial scale of the activity. ( If required you can use an extra sheet)**

1.

## Annex IV

2.

3.

4.

5.

## Annex IV

<b>Cooperation with other organizations:</b>
<b>Please explain any previous cooperation with Prison Organization:</b>
<b>Please explain any previous cooperation with International Organizations:</b>
<b>Others (such as other Government offices, NGOs, Academia, etc.)</b>

<b>Financial information:</b>
<b>Annual budget in the field of health &amp; TB during the past 3 years</b>
<b>Annual expenditure in the field of health &amp; TB during the past 3 years</b>
<b>Has the organization been audited during the past 5 years by an external auditor (if your answer is yes it is construed as your confirmation that audit report will be available to UNDP upon request)?</b>



**PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the documents of Request for Proposal, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide professional services for holding and facilitating one 3-day workshop in Tehran for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

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

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Cover Letter of Request 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

Name:

Title:

Date:

Duly authorized to sign Proposal for and on behalf of  
*[Insert name of offeror]*

## Annex VI

### PRICE PROPOSAL TEMPLATE

The Contractor is asked to prepare the Price Schedule as a separate envelope from the rest of the RFP response as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

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 Price Schedule must provide a detailed cost breakdown. 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.

The format shown on the following pages should be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

<b>Price Proposal for <u>one 3-day workshop in Tehran:</u></b>				
<b>Description of Activity/Item</b>		<b>Per person</b>	<b>Total per day</b>	<b>Total for three days</b>
<b>1.</b>	<b>Workshop Venue and facilities</b>			
	Venue	-		
	A/V and IT equipment	-		
	Lunch			
	Two refreshments (break)			
	Stationery and hand-outs			
<b>2.</b>	<b>Accommodation</b>			
	Room and breakfast			
	Dinner			
<b>3</b>	Lecturer	-		
<b>4</b>	<b>Any other relevant cost item required for arrangement of a workshop such as:</b>			
	Per Diem Allowances			
	Communications	-		
	Reproduction and Reports	-		
	Others	-		
	Total			

Signature and stamp:

Name:

Title:

Date:  
On behalf of :

*[please insert the name of offeror]*

**ANNEX VII: (For your information; To be used by UNDP)**

**Summary Sheet**

**STEP 1: Competence Evaluation/ Total obtainable score: 70**

**STEP 2: Financial Evaluation/ Total obtainable score: 30**

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Offerors			
<b>Form A</b>	Competence & Expertise of Firm	30%	30				
<b>Form B</b>	Previous Similar Experiences and competence of lecturers	40%	40				
<b>Form C</b>	Venue, Facilities & Accommodation	Confirmations					
<b>Form D</b>	Financial proposal	30%	30				
<b>Total score</b>			<b>100</b>				

According to UNDP's procurement rules proposals receiving scores higher than 70% (out of 70) in Form A, B and confirmations in part C are eligible for financial review.

Financial proposals will not be opened without the completion of a technical evaluation.

**Annex VII**

<b>Expertise and Competence</b>		<b>Points obtainable</b>	<b>Offerors</b>			
<b>Form A</b>						
<b>A. Expertise and competence of firm/company</b>						
A.1	Registration documentations	<b>Yes/No</b>				
A.2	Years of experience	<b>15</b>				
A.3	Relevance of firm mission & vision	<b>15</b>				
<b>Total</b>		<b>30</b>				



<b>Expertise and Competence</b>	<b>Points obtainable</b>	<b>Offerors</b>			
<b>Form B</b>					

**B. Previous Similar Experiences and competence of lecturers**

B.1	Previous similar practice on on-the-job training, field activities and workshops in prisons organization (with consideration of volume, coverage, and budget)	5				
B.2	Previous similar practice with UN org or UN affiliated orgs (with consideration of volume, coverage, and budget)	5				

**Proposed Lecturers**

B.3	Academic background	15				
B.4	Similar previous experience	15				
<b>Total</b>		<b>40</b>				



<b>Workshop facilities</b>	<b>Confirming the facilities</b>	<b>Offerors</b>			
<b>Form C</b>					

**C : Venue, Facilities, Meal and Refreshment, Accommodation**

C.1	Venue/Audio Visual	<b>YES/NO</b>				
C.2	Refreshments / Lunch/ Dinner	<b>YES/NO</b>				
C.3	Accommodation	<b>(YES/NO</b>				



Financial Offer		Points obtainable	Offerors			
Form D						
<b>D: Financial offer and score</b>						
	Total offered price for one 3-day workshop	<b>in Rials</b>				
D.1	Total score of financial offer for one 3-day workshop	<b>30</b>				
<b>Total</b>		<b>30</b>				



## Annex VIII: Checklist for Submission of Proposal

To be used by Offerors for Complete Proposal Submission

Please fill out and attach to your submission:

	Items	Provided		Remarks
		Yes	No	
General	Bid is properly sealed in two separate envelopes (one financial envelope and one technical envelope) put into one main envelop			
	Envelope has been properly marked with the name of case			
	Name and address of offeror has been correctly marked on envelopes			
	Language of bid is as requested (English)			
	Hardcopy one (1) original and one (1) copy			
	Documents and envelopes shall be marked "Original" and "Copy" as applicable			
Technical envelope	Proposal Submission Form : Annex V (signed and stamped)			
	Completed Questionnaire ( Signed and stamped)			
	Legal and registration documents of firm/organization			
	Form B: Experience of the Firm/Org (completed and stamped)			
	CV/Resume of proposed lecturers			
	Complete and detailed specification of the facilities of the workshop including venue, accommodation, food and refreshment, A/V equipments, etc.			
	One copy of this checklist – filled out by offeror			
Financial Envelope	Signed and stamped Financial Proposal (Annex VII)			