

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

September 29, 2010

Dear Sir/Madam,

**Subject: To develop evidence-based prisoners peer groups protocol for women (in prisons & after being released)**

You are invited to submit a proposal for developing evidence-based prisoners peer groups protocol for women (in prisons & after being released).

To enable you to submit a proposal, attached are:

- Annex I-** Instructions to Offerors "in Farsi"
- Annex II-** General Conditions of Contract
- Annex III-** Terms of Reference
- Annex IV-** Financial Proposal Template" in Farsi"

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 proposal from further evaluation if (1) you fail to submit the complete technical and financial proposal submission forms before the mentioned deadline; (2) the evaluation panel finds you not qualified 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.

Please ensure that you study the Terms of Reference (Annex III) and submit **technical and financial offer separately** and mark the envelopes as instructed in Annex I.

Your offer comprising of your CV, completed technical proposal and financial proposal along with all other supporting documents should be sent in two separate sealed envelopes marked "**To develop evidence-based prisoners peer groups protocol for women (in prisons & after being released)**" to the following address no later than **17:00 of October17, 2010** (25 Mehr).

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 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 an official letter/fax. Telephone inquiries cannot be replied.
- 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,  
Negar Arefi

A handwritten signature in blue ink that reads "Negar Arefi".

Deputy to Portfolio Coordinator  
(Operations)



## Annex 1 Instructions to Offerors “in Farsi”

### فراخوان همکاری برای گردآوری و تنظیم پروتوکول بر اساس شواهد موجود و مشارکت گروهی برای زنان زندانی و آزاد گردیده در زندانهای سراسر کشور

به منظور شناخت میزان تاثیر گذاری درمان نگهدارنده با متادون بر روی زندانیان، سازمان زندانها و اقدامات تامینی و تربیتی کشور با همکاری سازمان ملل متحد و با استفاده از منابع صندوق جهانی مبارزه با ایدز، سل و مالاریا، در نظر دارند پروتوکولی بر اساس شواهد موجود و مشارکت گروهی برای زنان زندانی و آزاد گردیده در زندانهای سراسر کشور گردآوری و تنظیم نمایند.

جهت انجام این فعالیت موسسات و پژوهشگران علاقه‌مند به شرکت در این فراخوان می‌توانند مدارک مورد نیاز را حداکثر تا پایان وقت اداری روزیکشنبه 25 مهر 1389، به آدرس زیر ارسال نمایند:

تهران- دروس- بولوار شهرزاد- پلاک 8 (39 قدیم)- پلاک 8 - دفتر برنامه عمران ملل متحد - امور قرار دادها و خرید

### شرح کار و وظایف:

لطفاً به Terms of Reference ضمیمه مراجعه فرمایید

### مشخصات سازمان‌ها یا افراد متقاضی:

- افراد حقیقی و حقوقی (مراکز تحقیقاتی و موسسات ثبت شده با سابقه فعالیت در زمینه ارائه خدمات پژوهشی)

### مدارک مورد نیاز:

#### پاکت یک:

- 1 مشخصات کامل موسسه شامل وضعیت ثبت رسمی، مدارک رسمی ثبت شرکت یا سازمان و سابقه فعالیت (برای افراد حقوقی)
- 2 مشخصات کامل پژوهشگر همراه با سابقه فعالیت های پژوهشی و CV (برای افراد حقیقی)
- 3 پروپوزال پژوهشی بدون جدول هزینه ها

#### پاکت دو:

##### پیشنهاد مالی:

- 1 لطفاً پیشنهاد مالی بر اساس جدول هزینه ها ی ضمیمه تکمیل گردد در پاکت جدا گذاشته شود.
- 2 لطفاً توجه فرمایید که کلیه هزینه‌های طرح بر عهده محقق انتخاب شده برای این قرارداد خواهد بود لذا می‌بایست در تپه پیشنهاد مالی در نظر گرفته شود.
- 3 لطفاً پیشنهاد مالی به تفکیک موارد هزینه‌ای تنظیم گردد.
- 4 هزینه مواد و وسایل غیر مصرفی از محل بودجه این مطالعه قابل پرداخت نمی‌باشد.
- 5 لطفاً توجه فرمایید که قیمت پیشنهادی شما یکی از فاکتورهای مهم در انتخاب مناسب‌ترین پیشنهاد است. به عبارت دیگر قیمت پیشنهادی کمتر دارای امتیاز بیشتری در بررسی پیشنهادها می‌باشد.

## نحوه ارسال مدارک:

همانطور که در بالا ذکر شد، لطفا مدارک درخواست شده را در دو پاکت در بسته مجزا (پاکت یک شامل مشخصات مجری، خلاصه فعالیتها و پروپوزال پیشنهادی و پاکت دو شامل پیشنهاد مالی) قرار دهید.

- 1 - لطفا هر دو پاکت داخل یک پاکت اصلی قرار داده شوند.
- 2 - لطفا مهر موسسه روی تمام صفحات مدارک هر دو پاکت درج گردد.
- تبصره: افراد حقیقی به جای مهر، تمام صفحات را امضاء نمایند.
- 3 - لطفا نام موسسه یا پژوهشگر و عبارت « پروتوکول بر اساس شواهد موجود و مشارکت گروهی برای زنان زندانی و آزاد گردیده در زندانهای سراسر کشور» روی تمام پاکتها و عبارات "پاکت یک"، "پاکت دو" و پاکت اصلی روی پاکت مربوطه قید گردد.

## نحوه بررسی پیشنهادات شما:

لطفا توجه فرمایید که پیشنهادات شما در دو مرحله به صورت زیر بررسی می گردد:

### مرحله یک، بررسی محتوای پاکت یک:

در این مرحله پروپوزال پیشنهادی به همراه مشخصات و سوابق کاری موسسه و افراد پیشنهاد دهنده و سایر موارد توسط کمیته ای مرکب از نمایندگان سازمان زندانهای و اقدامات تأمینی و تربیتی کشور و سازمان ملل متحد بررسی می گردد و به صورت زیر امتیاز به دست آمده محاسبه می گردد:

شاخص مورد بررسی	کل امتیاز قابل کسب	امتیاز متقاضی 1	امتیاز متقاضی 2	امتیاز متقاضی 3
سابقه فعالیت های موسسه یا فرد در زمینه اجرای پژوهش های مرتبط	30			
پروپوزال	40			
<b>امتیاز کل</b>	<b>70</b>			

ریز امتیازها به شرح ذیل خواهد بود :

Criteria	Total obtainable score
<b>1. Expertise of the Principal offeror and the Guideline Development Group (scored according to the received CVs)</b>	<b>30</b>
1.1. Relevant academic education	10
1.2. Previous experience in similar activities	10
1.3. Years of experience	10
<b>2. Proposal</b>	<b>40</b>
2.1. Background	2
2.2. Objectives	5
2.3. Materials and Methods	20
2.4. Implications of study result	5
2.5. References	5
2.6. Timeline	3

در صورتیکه متقاضی موفق به کسب حداقل هفتاد درصد (49 امتیاز) از این مرحله گردد پیشنهاد متقاضی در مرحله دو بررسی می‌گردد. در غیر این صورت پاکت دو به صورت در بسته به متقاضی برگردانده می‌شود.

### **مرحله دو، بررسی محتوای پاکت دو (پیشنهاد مالی):**

در این مرحله پیشنهاد م‌الی بررسی شده و امتیاز داده می‌شود. حداکثر امتیاز قابل کسب در این مرحله 30 امتیاز می‌باشد که به پایین‌ترین پیشنهاد مالی که تمامی هزینه‌های مورد نیاز طرح را پیش‌بینی کرده باشد، تعلق می‌گیرد. امتیاز سایر پیشنهادها مالی با روش تناسب معکوس محاسبه می‌گردد. در نهایت قرارداد با موسسه یا فردی که موفق به کسب بیشترین مجموع امتیاز شود منعقد خواهد شد.

### **نکات بسیار مهم:**

- 1- پیشنهاداتی که پس از تاریخ قید شده در بالا دریافت کردند بررسی نخواهند گردید و به صورت در بسته به متقاضی بازگردانده می‌شوند. توجه داشته باشید که مدارک ارسالی شما باید تا تاریخ تعیین شده به دفتر برنامه عمران ملل متحد تحویل شده باشد. بنابراین، زمان لازم برای پست را نیز در نظر بگیرید.
- 2- پیشنهاداتی که شامل تمام موارد ذکر شده (در قسمت مدارک مورد نیاز) نباشند بررسی نخواهند گردید.
- 3- طبق قوانین سازمان ملل متحد، برنامه توسعه سازمان ملل متحد با کارکنان دولت قرارداد منعقد نمی‌نماید مگر اعضا هیئت علمی دانشگاهها و یا افراد تحت مرخصی بدون حقوق (با ارایه مدارک و مستندات)
- 4- در صورت وجود هر گونه پرسش یا نیاز به راهنمایی در خصوص تهیه طرح خود، می‌توانید با دفتر برنامه مشترک سازمان ملل متحد در زمینه ایدز (تلفن: 021-22858950) تماس بگیرید.
- 5- سازمان ملل متحد و سازمان زندانهای و اقدامات تأمینی و تربیتی کشور هیچگونه تعهدی در قبال هزینه‌های آماده‌سازی طرح‌های پیشنهادی، رد و یا قبول طرح‌های پیشنهادی و بستن قرارداد ندارند و کمیته بررسی به تشخیص خود می‌تواند پیشنهاد و یا پیشنهاداتی را رد نموده و یا اقدام به دریافت اطلاعات بیشتری از پیشنهاد دهندگان نماید.
- 6- در صورت هر گونه تغییر و یا تمدید در این فراخوان اطلاعات مربوطه در وب سایت UNDP (دفتر برنامه توسعه سازمان ملل متحد) به آدرس <http://www.undp.org/procurement.aspx> منتشر خواهد شد بنابراین لطفاً اطلاعات وب سایت‌های بالا را مرتباً مرور کنید.



## 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 with 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:

8.5

(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.

8.6 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 to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 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.

### 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 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.

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

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



### **Annex III**

#### **Terms of Reference**

#### **To develop evidence-based prisoners peer groups protocol for women (in prisons & after being released)**

**Work plan Activity Code: O4 A1 a10**  
**Sub-recipient: Iranian Prisons Organization (PO)**

#### **Background**

The current project activity is one of the activities from Round 8 defined work plan funded by the Global Fund (GFATM) titled “To develop evidence-based prisoners peer groups protocol for women (in prisons & after being released)” (IRN-810-G04-H) to support Iran’s response in scaling up HIV/AIDS prevention programs towards universal access with increasing the partnership of Non Government Sector. The key objectives are: (1) At least 60% of 15-45 year-old population have universal knowledge about HIV transmission; (2) At least 85% of IDUs adopt safe injecting practices and 42% of IDUs adopt to use a condom in the last time they had sexual intercourse; (3) At least 55% of women at higher risk of HIV adopt to use a condom in the last time they had sexual intercourse; (4) At least 60% of prisoners have universal knowledge about HIV transmission. (5) Second line ARVs are available for 100% of PLHIV infected with HIV resistant to first line ARVs; (6) 10 % of PLHIV covered by positive clubs; (7) Capacity building for NGOs to deliver effective HIV services; (8) Capacity building to assure successful implementation of NSP. United Nations Development Program (UNDP)-Iran country office as the Principal Recipient (PR) works with the Country Coordinating Mechanism (CCM) and three 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) and Health and Nutrition Office of Ministry of Education (MOE). One of the activities of Prisons Organization is “To develop evidence-based prisoners peer groups protocol for women (in prisons & after being released)”. UNDP intends to engage the services of a contractor for writing protocol in close collaboration with PO.

#### **Main task:**

The subscriber is expected to review the most recent resources on infection diseases especially HIV/ AIDS, peer education training materials and instructions for training to women prisoners. The subscriber should also prepare an executive summary of the instruction in English.

Detail responsibilities of subscriber prepared with assistance/supervision of Global Fund Project focal Point in Health Office of Iran Prisons Organization will be explained in the following paragraphs

#### **Time and Period:**



- The subscriber is expected to deliver the training material in maximum 2 months from the start date of the contract
- The period and delivery time of deliverables (and/or reports) will be referred to, in the following section

### **Location:**

The subscriber shall work at his/her own preferable location providing availability of smooth communication ways.

### **Direct Supervision:**

The task(s) will be performed under the direct supervision of NPD in PO and UNDP-Iran

### **Detailed Responsibilities:**

Following responsibilities are related to develop an instruction protocol for women (in prisons & after being released):

- To participate in meetings with PO to arrange programs and presenting progress report
- To finalize the work plan and timeline (GANTT) for the overall period of consultancy and its breakdown to the NPD with PO within one week after the start date of the contract and apply PO's written feedback.
- To share any topics to be included in addition to those listed below to the NPD at the start date of contract and implement PO's written feedback to content according to the approved submitted GANTT.
- To prepare the first draft of protocol (at least 20 pages) and obtain PO approval. The draft should include the methodology, scope, size and timeframe of the protocol.
- To complete all activities below as minimum requirements to develop the protocol:
  - To review the most recent (2000-2010) international, regional and national sources regarding HIV/AIDS and STD education for people, prisoners, trainers.
  - To perform required field visits (minimum two) and interviews with key persons and stakeholders including prisoners/prisons health staff in Iran (might be recommended by PO) to collect relevant necessary information including type and quality of training programs such as MMT, Condom and syringe distribution, etc.
  - To hold at least two Focus Group Discussions (FGD) in different prisons with women prisoners about infection diseases and how to use peer education methods for women in prisons and after released and share the results with NPD.
- To summarize all information and data collected through data/source mining.



- To inform NPD about selected references, sources and collected information indicating methods of data collection and obtain NPD's written approval.
- To take constructive and effective approaches in addressing cultural and sensitive issues in prisons.
- To present a draft including all topics stipulated in Attachment A to PO and obtain NPD's approval accordingly.
- To respect the international and national copyright and intellectual property rules and regulations considering all the references used in development of protocol material should be explicitly cited.
- To present the final document in Farsi on due date (according to the timeline approved by PO), and apply NPD comments/concerns if required within one week and no later than two months from start date of the contract.
- To present the soft and hard copies of documents in Farsi in the format requested in Attachment A as final deliverable and submit them to PO within two months from the start date of the contract.
- To prepare an executive summary of the developed material in English. Framework of the executive summary should comply with the PO requirements that will be communicated in meetings with PO.

### **Output/Deliverables:**

Two hard copies of the final version and enclosed soft copies of all outputs and deliverables should be provided by subscriber.

#### Report(s):

- Biweekly progress reports according to the frame defined by NPD (Attachment A) executive summary of the training material in English according to the framework complying with the requirements of PO and UNDP Iran.

#### Educational materials (Instructions /Training materials):

- Comprehensive protocol and instructions for education of women prisoners. The instructions should consist of different chapters, each addressing a clear educational objective; and should also cover educational approaches appropriate

for its particular target group. Topics of preference have been presented in attachment (A) in detail.

#### Field implementation and assessments Protocols:

- Required protocols for field implementation and assessments. Details have been explained in Attachment A.

### **Qualifications, Experience and Other Requirements:**

Previous Experience:

- Experience in producing health related educational materials/protocols is required
- Experience in field of prisons and/or infection diseases especially HIV/ AIDS and STD is required



- Experience in field of women health is required
- Experience in cooperation with National HIV/AIDS Program and prisons is a plus

Academic Background:

Milestone	Amount (USD)
<b>First payment</b> : After holding two Focus Group Discussions, two field visits and preparing the first draft of protocol and approving the first report by PO	35%
<b>Final payment</b> : After finalizing the protocol and approving final report by PO	65%

The subscriber should hold M.D. or PhD and/or Master in public health or social sciences related to health and education.

Other requirements:

- Strong reading skills in both English and Farsi, as well as writing and presentation skills in Farsi are required
- observing the two below mentioned tasks through team work is encouraged;
- Including experts in epidemiology, systematic review and editorial in the combination of the team
- Getting team members' qualifications verified by NPD.

**Terms and Remuneration:**

• As full consideration for the services performed by the Subscriber under the terms of this agreement the United Nation Development Program shall pay the contractor after completion of the services and according to the table below:

- The contract's total payment is expected to cover travel costs, communication costs, costs of typing and preparing the soft and hard copies and any other relevant costs regarding this activity.
- Processing payments will be made according to UNDP regulations as explained in the contract documents.
- Each payment will be made in Rials as per the UN exchange rate of the date of payment and within two weeks from receipt of NPD's verification and request by UNDP.
- NPD's final approval is a pre-requisite for UNDP's verification for releasing the payment.

**Verification:**



- NPD as well as UNDP-Iran as final authorities must verify successful completion of each segment of the services as detailed above before processing remuneration.

**Others:**

- All data gathered and produced under this contract and all deliverables of this contract are to be considered of propriety nature and the use, copy, publication and distribution of the entire or any portion of which, without the expressed written consent of PO is strictly forbidden and may entail legal consequences.

**Note:**

The Iran Prisons Organization will provide the subscriber with all the required information including former documents, sources and name of key informants and other documents required for fluent and smooth implementation of tasks including M&E measures.

## **Attachment A to Annex III**

### **Topics of preference:**

The protocol should cover the following topics:

### **Detail of field implementation:**

- Compiling objectives, topics and subjects, methods of implementations and educations
- Developing syllabus of implementation
- Complete implementation procedure
- Methods and tools of trainees assessments
- Quality assurance tools, plan, and protocol for women prisoners
- Monitoring and Evaluation plan of process of implementing the protocol
- Principles of health education
- Data gathering and reporting systems and related guidance for above mentioned assessments and evaluations

### **Contents of Protocol:**

- Overview of infection diseases, in the world and Iran
- Manifestation and natural history of HIV/ AIDS and STD
- Methods of transmission including myths
- Methods of prevention
- Methods of peer education
- The value of abstinence and long-term mutual monogamy
- Principles of training of life skills;
- Overview of high risk groups and risk behaviours particularly among the women prisoners (in prisons & after being released);
- Information on the efficacy and use of condoms;
- Information about Safe Sex;
- Reproductive health issues with emphasis on barrier methods;
- Information regarding HIV counselling and testing services;
- Information regarding living with infection diseases positive cases;
- Information regarding living with HIV/AIDS;
- Monitoring and evaluation plan for women prisoners training



The following format as protocol development cycle and process is expected to be followed by subscriber in GANTT formation and protocol development.

Title	Duration	Time breakdown	
Composition of protocol development group			
Listing topics and issues to be included in protocol			
Field visit and finding need assessments			
Holding Focus Group Discussion (at least 2 FGDs)			
To plan for review of resources (library and online search, in-depth interviews, etc.)			
Systematic review of literature			
To release first draft of protocol and submit to NPD for review			
Revising the proposed draft according to comments received from NPD			
Finalizing the protocol(s)			
Final presentation and dissemination (ends within two months from contract initiation)			



3) جدول هزینه‌ها

ریال	افراد	وسیله نقلیه	منظور از آن		
ریال	جمع هزینه های مسافرت برون شهری				

هزینه نرم افزاری-سخت افزاری

ردیف	عنوان	تعداد	قیمت واحد	هزینه به ریال	هزینه به ریال
ریال	جمع هزینه های نرم افزاری-سخت افزاری				

سایر هزینه ها

عنوان	هزینه به ریال

	جمع کل هزینه‌ها (ریال)
--	------------------------



- Submissions that do not include all requested documents mentioned in 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 an official letter/fax. Telephone inquiries cannot be replied.
- 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,  
Negar Arefi

A handwritten signature in blue ink that reads "Negar Arefi".

Deputy to Portfolio Coordinator  
(Operations)



## Annex 1 Instructions to Offerors “in Farsi”

### فراخوان همکاری برای گردآوری و تنظیم پروتوکول بر اساس شواهد موجود و مشارکت گروهی برای زنان زندانی و آزاد گردیده در زندانهای سراسر کشور

به منظور شناخت میزان تاثیر گذاری درمان نگهدارنده با متادون بر روی زندانیان، سازمان زندانها و اقدامات تامینی و تربیتی کشور با همکاری سازمان ملل متحد و با استفاده از منابع صندوق جهانی مبارزه با ایدز، سل و مالاریا، در نظر دارند پروتوکولی بر اساس شواهد موجود و مشارکت گروهی برای زنان زندانی و آزاد گردیده در زندانهای سراسر کشور گردآوری و تنظیم نمایند.

جهت انجام این فعالیت موسسات و پژوهشگران علاقه‌مند به شرکت در این فراخوان می‌توانند مدارک مورد نیاز را حداکثر تا پایان وقت اداری روزیکشنبه 25 مهر 1389، به آدرس زیر ارسال نمایند:

تهران- دروس- بولوار شهرزاد- پلاک 8 (39 قدیم)- پلاک 8 - دفتر برنامه عمران ملل متحد - امور قرار دادها و خرید

### شرح کار و وظایف:

لطفاً به Terms of Reference ضمیمه مراجعه فرمایید

### مشخصات سازمان‌ها یا افراد متقاضی:

- افراد حقیقی و حقوقی (مراکز تحقیقاتی و موسسات ثبت شده با سابقه فعالیت در زمینه ارائه خدمات پژوهشی)

### مدارک مورد نیاز:

#### پاکت یک:

- 1 مشخصات کامل موسسه شامل وضعیت ثبت رسمی، مدارک رسمی ثبت شرکت یا سازمان و سابقه فعالیت (برای افراد حقوقی)
- 2 مشخصات کامل پژوهشگر همراه با سابقه فعالیت های پژوهشی و CV (برای افراد حقیقی)
- 3 پروپوزال پژوهشی بدون جدول هزینه ها

#### پاکت دو:

##### پیشنهاد مالی:

- 1 لطفاً پیشنهاد مالی بر اساس جدول هزینه ها ی ضمیمه تکمیل گردد در پاکت جدا گذاشته شود.
- 2 لطفاً توجه فرمایید که کلیه هزینه‌های طرح بر عهده محقق انتخاب شده برای این قرارداد خواهد بود لذا می‌بایست در تپه پیشنهاد مالی در نظر گرفته شود.
- 3 لطفاً پیشنهاد مالی به تفکیک موارد هزینه‌ای تنظیم گردد.
- 4 هزینه مواد و وسایل غیر مصرفی از محل بودجه این مطالعه قابل پرداخت نمی‌باشد.
- 5 لطفاً توجه فرمایید که قیمت پیشنهادی شما یکی از فاکتورهای مهم در انتخاب مناسب‌ترین پیشنهاد است. به عبارت دیگر قیمت پیشنهادی کمتر دارای امتیاز بیشتری در بررسی پیشنهادها می‌باشد.

## نحوه ارسال مدارک:

همانطور که در بالا ذکر شد، لطفا مدارک درخواست شده را در دو پاکت در بسته مجزا (پاکت یک شامل مشخصات مجری، خلاصه فعالیتها و پروپوزال پیشنهادی و پاکت دو شامل پیشنهاد مالی) قرار دهید.

- 1 - لطفا هر دو پاکت داخل یک پاکت اصلی قرار داده شوند.
- 2 - لطفا مهر موسسه روی تمام صفحات مدارک هر دو پاکت درج گردد.
- تبصره: افراد حقیقی به جای مهر، تمام صفحات را امضاء نمایند.
- 3 - لطفا نام موسسه یا پژوهشگر و عبارت « پروتوکول بر اساس شواهد موجود و مشارکت گروهی برای زنان زندانی و آزاد گردیده در زندانهای سراسر کشور» روی تمام پاکتها و عبارات "پاکت یک"، "پاکت دو" و پاکت اصلی روی پاکت مربوطه قید گردد.

## نحوه بررسی پیشنهادات شما:

لطفا توجه فرمایید که پیشنهادات شما در دو مرحله به صورت زیر بررسی می گردد:

### مرحله یک، بررسی محتوای پاکت یک:

در این مرحله پروپوزال پیشنهادی به همراه مشخصات و سوابق کاری موسسه و افراد پیشنهاد دهنده و سایر موارد توسط کمیته ای مرکب از نمایندگان سازمان زندانهای و اقدامات تأمینی و تربیتی کشور و سازمان ملل متحد بررسی می گردد و به صورت زیر امتیاز به دست آمده محاسبه می گردد:

شاخص مورد بررسی	کل امتیاز قابل کسب	امتیاز متقاضی 1	امتیاز متقاضی 2	امتیاز متقاضی 3
سابقه فعالیت های موسسه یا فرد در زمینه اجرای پژوهش های مرتبط	30			
پروپوزال	40			
<b>امتیاز کل</b>	<b>70</b>			

ریز امتیازها به شرح ذیل خواهد بود :

Criteria	Total obtainable score
<b>1. Expertise of the Principal offeror and the Guideline Development Group (scored according to the received CVs)</b>	<b>30</b>
1.1. Relevant academic education	10
1.2. Previous experience in similar activities	10
1.3. Years of experience	10
<b>2. Proposal</b>	<b>40</b>
2.1. Background	2
2.2. Objectives	5
2.3. Materials and Methods	20
2.4. Implications of study result	5
2.5. References	5
2.6. Timeline	3

در صورتیکه متقاضی موفق به کسب حداقل هفتاد درصد (49 امتیاز) از این مرحله گردد پیشنهاد متقاضی در مرحله دو بررسی می‌گردد. در غیر این صورت پاکت دو به صورت در بسته به متقاضی برگردانده می‌شود.

### **مرحله دو، بررسی محتوای پاکت دو (پیشنهاد مالی):**

در این مرحله پیشنهاد م‌الی بررسی شده و امتیاز داده می‌شود. حداکثر امتیاز قابل کسب در این مرحله 30 امتیاز می‌باشد که به پایین‌ترین پیشنهاد مالی که تمامی هزینه‌های مورد نیاز طرح را پیش‌بینی کرده باشد، تعلق می‌گیرد. امتیاز سایر پیشنهادها مالی با روش تناسب معکوس محاسبه می‌گردد. در نهایت قرارداد با موسسه یا فردی که موفق به کسب بیشترین مجموع امتیاز شود منعقد خواهد شد.

### **نکات بسیار مهم:**

- 1- پیشنهاداتی که پس از تاریخ قید شده در بالا دریافت کردند بررسی نخواهند گردید و به صورت در بسته به متقاضی بازگردانده می‌شوند. توجه داشته باشید که مدارک ارسالی شما باید تا تاریخ تعیین شده به دفتر برنامه عمران ملل متحد تحویل شده باشد. بنابراین، زمان لازم برای پست را نیز در نظر بگیرید.
- 2- پیشنهاداتی که شامل تمام موارد ذکر شده (در قسمت مدارک مورد نیاز) نباشند بررسی نخواهند گردید.
- 3- طبق قوانین سازمان ملل متحد، برنامه توسعه سازمان ملل متحد با کارکنان دولت قرارداد منعقد نمی‌نماید مگر اعضا هیئت علمی دانشگاهها و یا افراد تحت مرخصی بدون حقوق (با ارایه مدارک و مستندات)
- 4- در صورت وجود هر گونه پرسش یا نیاز به راهنمایی در خصوص تهیه طرح خود، می‌توانید با دفتر برنامه مشترک سازمان ملل متحد در زمینه ایدز (تلفن: 021-22858950) تماس بگیرید.
- 5- سازمان ملل متحد و سازمان زندانهای و اقدامات تأمینی و تربیتی کشور هیچگونه تعهدی در قبال هزینه‌های آماده‌سازی طرح‌های پیشنهادی، رد و یا قبول طرح‌های پیشنهادی و بستن قرارداد ندارند و کمیته بررسی به تشخیص خود می‌تواند پیشنهاد و یا پیشنهاداتی را رد نموده و یا اقدام به دریافت اطلاعات بیشتری از پیشنهاد دهندگان نماید.
- 6- در صورت هر گونه تغییر و یا تمدید در این فراخوان اطلاعات مربوطه در وب سایت UNDP (دفتر برنامه توسعه سازمان ملل متحد) به آدرس <http://www.undp.org/procurement.aspx> منتشر خواهد شد بنابراین لطفاً اطلاعات وب سایت‌های بالا را مرتباً مرور کنید.



## 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 with 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:

8.5

(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.

8.6 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 to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.3 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.

### 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 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.

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

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



### **Annex III**

#### **Terms of Reference**

#### **To develop evidence-based prisoners peer groups protocol for women (in prisons & after being released)**

**Work plan Activity Code: O4 A1 a10**  
**Sub-recipient: Iranian Prisons Organization (PO)**

#### **Background**

The current project activity is one of the activities from Round 8 defined work plan funded by the Global Fund (GFATM) titled “To develop evidence-based prisoners peer groups protocol for women (in prisons & after being released)” (IRN-810-G04-H) to support Iran’s response in scaling up HIV/AIDS prevention programs towards universal access with increasing the partnership of Non Government Sector. The key objectives are: (1) At least 60% of 15-45 year-old population have universal knowledge about HIV transmission; (2) At least 85% of IDUs adopt safe injecting practices and 42% of IDUs adopt to use a condom in the last time they had sexual intercourse; (3) At least 55% of women at higher risk of HIV adopt to use a condom in the last time they had sexual intercourse; (4) At least 60% of prisoners have universal knowledge about HIV transmission. (5) Second line ARVs are available for 100% of PLHIV infected with HIV resistant to first line ARVs; (6) 10 % of PLHIV covered by positive clubs; (7) Capacity building for NGOs to deliver effective HIV services; (8) Capacity building to assure successful implementation of NSP. United Nations Development Program (UNDP)-Iran country office as the Principal Recipient (PR) works with the Country Coordinating Mechanism (CCM) and three 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) and Health and Nutrition Office of Ministry of Education (MOE). One of the activities of Prisons Organization is “To develop evidence-based prisoners peer groups protocol for women (in prisons & after being released)”. UNDP intends to engage the services of a contractor for writing protocol in close collaboration with PO.

#### **Main task:**

The subscriber is expected to review the most recent resources on infection diseases especially HIV/ AIDS, peer education training materials and instructions for training to women prisoners. The subscriber should also prepare an executive summary of the instruction in English.

Detail responsibilities of subscriber prepared with assistance/supervision of Global Fund Project focal Point in Health Office of Iran Prisons Organization will be explained in the following paragraphs

#### **Time and Period:**



- The subscriber is expected to deliver the training material in maximum 2 months from the start date of the contract
- The period and delivery time of deliverables (and/or reports) will be referred to, in the following section

### **Location:**

The subscriber shall work at his/her own preferable location providing availability of smooth communication ways.

### **Direct Supervision:**

The task(s) will be performed under the direct supervision of NPD in PO and UNDP-Iran

### **Detailed Responsibilities:**

Following responsibilities are related to develop an instruction protocol for women (in prisons & after being released):

- To participate in meetings with PO to arrange programs and presenting progress report
- To finalize the work plan and timeline (GANNTT) for the overall period of consultancy and its breakdown to the NPD with PO within one week after the start date of the contract and apply PO's written feedback.
- To share any topics to be included in addition to those listed below to the NPD at the start date of contract and implement PO's written feedback to content according to the approved submitted GANNTT.
- To prepare the first draft of protocol (at least 20 pages) and obtain PO approval. The draft should include the methodology, scope, size and timeframe of the protocol.
- To complete all activities below as minimum requirements to develop the protocol:
  - To review the most recent (2000-2010) international, regional and national sources regarding HIV/AIDS and STD education for people, prisoners, trainers.
  - To perform required field visits (minimum two) and interviews with key persons and stakeholders including prisoners/prisons health staff in Iran (might be recommended by PO) to collect relevant necessary information including type and quality of training programs such as MMT, Condom and syringe distribution, etc.
  - To hold at least two Focus Group Discussions (FGD) in different prisons with women prisoners about infection diseases and how to use peer education methods for women in prisons and after released and share the results with NPD.
- To summarize all information and data collected through data/source mining.



- To inform NPD about selected references, sources and collected information indicating methods of data collection and obtain NPD's written approval.
- To take constructive and effective approaches in addressing cultural and sensitive issues in prisons.
- To present a draft including all topics stipulated in Attachment A to PO and obtain NPD's approval accordingly.
- To respect the international and national copyright and intellectual property rules and regulations considering all the references used in development of protocol material should be explicitly cited.
- To present the final document in Farsi on due date (according to the timeline approved by PO), and apply NPD comments/concerns if required within one week and no later than two months from start date of the contract.
- To present the soft and hard copies of documents in Farsi in the format requested in Attachment A as final deliverable and submit them to PO within two months from the start date of the contract.
- To prepare an executive summary of the developed material in English. Framework of the executive summary should comply with the PO requirements that will be communicated in meetings with PO.

### **Output/Deliverables:**

Two hard copies of the final version and enclosed soft copies of all outputs and deliverables should be provided by subscriber.

#### Report(s):

- Biweekly progress reports according to the frame defined by NPD (Attachment A) executive summary of the training material in English according to the framework complying with the requirements of PO and UNDP Iran.

#### Educational materials (Instructions /Training materials):

- Comprehensive protocol and instructions for education of women prisoners. The instructions should consist of different chapters, each addressing a clear educational objective; and should also cover educational approaches appropriate

for its particular target group. Topics of preference have been presented in attachment (A) in detail.

#### Field implementation and assessments Protocols:

- Required protocols for field implementation and assessments. Details have been explained in Attachment A.

### **Qualifications, Experience and Other Requirements:**

Previous Experience:

- Experience in producing health related educational materials/protocols is required
- Experience in field of prisons and/or infection diseases especially HIV/ AIDS and STD is required



- Experience in field of women health is required
- Experience in cooperation with National HIV/AIDS Program and prisons is a plus

Academic Background:

Milestone	Amount (USD)
<b>First payment</b> : After holding two Focus Group Discussions, two field visits and preparing the first draft of protocol and approving the first report by PO	35%
<b>Final payment</b> : After finalizing the protocol and approving final report by PO	65%

The subscriber should hold M.D. or PhD and/or Master in public health or social sciences related to health and education.

Other requirements:

- Strong reading skills in both English and Farsi, as well as writing and presentation skills in Farsi are required
- observing the two below mentioned tasks through team work is encouraged;
- Including experts in epidemiology, systematic review and editorial in the combination of the team
- Getting team members' qualifications verified by NPD.

**Terms and Remuneration:**

• As full consideration for the services performed by the Subscriber under the terms of this agreement the United Nation Development Program shall pay the contractor after completion of the services and according to the table below:

- The contract's total payment is expected to cover travel costs, communication costs, costs of typing and preparing the soft and hard copies and any other relevant costs regarding this activity.
- Processing payments will be made according to UNDP regulations as explained in the contract documents.
- Each payment will be made in Rials as per the UN exchange rate of the date of payment and within two weeks from receipt of NPD's verification and request by UNDP.
- NPD's final approval is a pre-requisite for UNDP's verification for releasing the payment.

**Verification:**



- NPD as well as UNDP-Iran as final authorities must verify successful completion of each segment of the services as detailed above before processing remuneration.

**Others:**

- All data gathered and produced under this contract and all deliverables of this contract are to be considered of propriety nature and the use, copy, publication and distribution of the entire or any portion of which, without the expressed written consent of PO is strictly forbidden and may entail legal consequences.

**Note:**

The Iran Prisons Organization will provide the subscriber with all the required information including former documents, sources and name of key informants and other documents required for fluent and smooth implementation of tasks including M&E measures.

## **Attachment A to Annex III**

### **Topics of preference:**

The protocol should cover the following topics:

### **Detail of field implementation:**

- Compiling objectives, topics and subjects, methods of implementations and educations
- Developing syllabus of implementation
- Complete implementation procedure
- Methods and tools of trainees assessments
- Quality assurance tools, plan, and protocol for women prisoners
- Monitoring and Evaluation plan of process of implementing the protocol
- Principles of health education
- Data gathering and reporting systems and related guidance for above mentioned assessments and evaluations

### **Contents of Protocol:**

- Overview of infection diseases, in the world and Iran
- Manifestation and natural history of HIV/ AIDS and STD
- Methods of transmission including myths
- Methods of prevention
- Methods of peer education
- The value of abstinence and long-term mutual monogamy
- Principles of training of life skills;
- Overview of high risk groups and risk behaviours particularly among the women prisoners (in prisons & after being released);
- Information on the efficacy and use of condoms;
- Information about Safe Sex;
- Reproductive health issues with emphasis on barrier methods;
- Information regarding HIV counselling and testing services;
- Information regarding living with infection diseases positive cases;
- Information regarding living with HIV/AIDS;
- Monitoring and evaluation plan for women prisoners training



The following format as protocol development cycle and process is expected to be followed by subscriber in GANTT formation and protocol development.

Title	Duration	Time breakdown	
Composition of protocol development group			
Listing topics and issues to be included in protocol			
Field visit and finding need assessments			
Holding Focus Group Discussion (at least 2 FGDs)			
To plan for review of resources (library and online search, in-depth interviews, etc.)			
Systematic review of literature			
To release first draft of protocol and submit to NPD for review			
Revising the proposed draft according to comments received from NPD			
Finalizing the protocol(s)			
Final presentation and dissemination (ends within two months from contract initiation)			

Annex IV

Financial Offer “in Farsi”

فرم پیشنهاد مالی

(1) عنوان طرح

(2) نام موسسه / پژوهشگر:

(3) جدول هزینه‌ها

هزینه های پرسنلی

ردیف	عنوان فعالیت	هزینه‌ی واحد (ریال)	تعداد	هزینه‌ی کل (ریال)
جمع هزینه های پرسنلی				

مواد مصرفی:

ردیف	نام ماده	تعداد یا مقدار لازم	قیمت واحد	قیمت کل
جمع هزینه های مواد مصرفی				

هزینه مسافرت درون شهری

ردیف	مقصد	تعداد مسافرت و منظور از آن	نوع وسيله نقلیه	تعداد افراد	هزینه به ریال
جمع هزینه های مسافرت درون شهری					ریال

هزینه مسافرت بین شهری

ردیف	مقصد	تعداد مسافرت و	نوع	تعداد	هزینه به

امضاء / مهر

3) جدول هزینه‌ها

ریال	افراد	وسیله نقلیه	منظور از آن		
ریال	جمع هزینه های مسافرت برون شهری				

هزینه نرم افزاری-سخت افزاری

ردیف	عنوان	تعداد	قیمت واحد	هزینه به ریال	هزینه به ریال
ریال	جمع هزینه های نرم افزاری-سخت افزاری				

سایر هزینه ها

عنوان	هزینه به ریال

	جمع کل هزینه‌ها (ریال)
--	------------------------