



Request for Proposal

December 23, 2010

Dear Sir/Madam,

Subject: Request for Proposal for Long Term Agreement for provision of administration and supervision support of ancillary services to UN Common Premises located in Tehran- Iran

You are invited to submit a proposal for the above subject matter as per the enclosed Terms of Reference (Annex III). Your proposal could form the basis for a Long Term Agreement between your organization and the United Nations Development Programme (UNDP) Iran.

To enable you to submit a proposal, enclosed please find the following documents:

- Annex I** Instructions to Offerors
- Annex II** General Conditions of Contract
- Annex III** Terms of Reference (TOR)
- Annex IV** Package for Technical Proposal (to be used by Offerors)
- Annex V** Proposal Submission Form
- Annex VI** Financial Proposal (template)
- Annex VII** Checklist to be used by Offerors for Complete Proposal Submission

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 organization from further evaluation if (1) your organization fails to submit the complete questionnaire and proposal before the mentioned deadline; (2) the evaluation panel finds your organization not suitable for the assignment. In addition, kindly note that this request contains no contractual offer of any kind and is not to be construed in any way as an offer of contract.

Your offer comprising of complete technical and financial proposals should be sent in two separate sealed envelopes put in one sealed envelope marked "Proposal for Long Term Agreement for Provision of Ancillary services to UNDP Iran" to the following address no later than Thursday January 6 2011 12.00 pm local time.



Address:

Registry Unit
United Nations Development Programme
No. 8 Shahrzad Blvd, Darrous, Tehran – Iran

If you request additional clarification please send your inquiries in writing; 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. After receipt of proposals, UNDP reserves the right to request any additional information or seek clarifications from the offeror to ascertain responsiveness of offers received.

Sincerely,

A handwritten signature in black ink, appearing to read 'Farideh Anisi', is written over a horizontal line.

Farideh Anisi

Assistant Resident Representative (O)



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Annex I Instructions to Offerors

A. Introduction

1. General

The purpose of this Request for Proposal is to establish a Long Term Agreement with an organization for provision of administration and supervision support of ancillary services to UN Common Premises located in Tehran- Iran.

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

B. Solicitation Documents

2. 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.

3. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organisation'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 one week prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

4. 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

5. 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.

6. Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Proposal submission form;
- (b) Package for Technical Proposal (see Annex IV) including documentation to demonstrate that the Offeror meets all requirements;
- (c) Price schedule, completed in accordance with clauses 8 and 9;
- (d) Proposal security (Not applicable)

7. Export License (Not applicable)

All bidders/vendors must aware that the goods and services are for the benefit of the Government under UNDP's development assistance framework and goods purchased will normally be transferred to the national partners, or to an entity nominated by it, in accordance with UNDP's policies and procedures.

The bidder/vendor shall include in their proposal:

- A statement whether any import or export licenses are required in respect of the goods to be purchased or service to be rendered including any restrictions on the country of origin, use/dual use nature of goods or services, including and disposition to end users;



- Confirmation that he has obtained licenses of this nature in the past and have an expectation of obtaining all the necessary licenses should their bid be successful.

8. Proposal form (see Annex IV)

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

(a) Management plan

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

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

(b) Resource plan

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

(c) Proposed methodology

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

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

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

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



9. Proposal prices

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

10. Proposal currencies

All prices shall be quoted in IRR currency. (Please see template for price schedule, Annex VI)

11. Period of validity of proposals

Proposals shall remain valid for one hundred twenty (120) 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 initialed 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) The outer envelope shall be:

- addressed to :

Registry Unit
United Nations Development Programme
No. 8 Shahrzad Blvd, Darrous, Tehran – Iran

- marked with

“Proposal for Long Term Agreement for Provision of Ancillary Services”

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

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 December 25, 5.00 pm.

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 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 proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 700 points in the evaluation of the technical proposals (which is 490 points)

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

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score (490 points out of 700) in the technical evaluation will be compared.

The total amount of points allocated for the price component is 300. The maximum number of points will be allotted to the lowest price proposal that is opened and compared with those other technically qualified offers. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

The financial score for the financial proposal will be calculated in the following manner:

$S_f = 300 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

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



Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable	Company / Other Entity		
			A	B	C
1.	Expertise of Firm / Organization submitting Proposal	400			
3.	Personnel	300			
Total		700			

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Expertise and Competence		Points obtainable	Bidders			
			A	B	C	D
Expertise and competence of firm/company and personnel submitting proposal						
Reputation of Company: (Form A of Questionnaire)						
Years of establishment		100				
Five years is minimum requirement) /Article of Association to be included	30					
More than 5 years	10					
Work for major multilateral/ bilateral or governmental organizations	60					
Organization Capability: (Form B of questionnaire)						
Managerial and operational structure of the firm (should be explained in the questionnaire)		60				
Managerial Structure) minimum 5 yrs experience in related field	30					



Up to 20 staff (operational)	30					
Professional Experience: (Form C and D)						
Form C:						
Number of subcontracts (employers) under organizations Administration						
up to 100 personnel	60	80				
between 200 to 400 personnel	20					
FORM D : Reliability (References, and letters of recommendations)						
Best three similar practice in relevant areas						
- Minimum 3 recommendations/ reference letters	35	110				
- Recommendation from International Organization(s)	10					
- Recommendation from the UN agency	10					
Past experience 1 , during last 5 years	30					
Past experience 2, during last 5 years	30					
Past experience 3, during last 5 years	30					
Proposed Methodology (Form E of questionnaire)						
Relevance of firm - Methodology/Strategy to accomplish tasks	50	50				
Sub Score		100				

General Qualification of key personnel and suitability for the contract (CVs of key personnel should be submitted). (Number of staff and their qualification are considered for grading this section) Form F of questionnaire						
Personnel Competence (average experience of managers, average experience of staff members)		300				
5 -10 years of experience for managers (5 years minimum requirement)	50					
More than 10 years of experience for managers	10					
Academic strength, specialized knowledge in Human Resource management (assigned for the task)	80					
Academic strength, specialized knowledge in Finance and Accounting, (assigned for the task)	80					
Academic strength, specialized knowledge in administration (supervisor(assigned for the task)	50					
Language Qualifications (English)	30					
Sub Score		300				
TOTAL		700	0	0	0	0

Note : please fill forms **A to F** of questionnaire (Annex IV) : Expertise of Firm / Organization Submitting Proposal + Personnel

Note: The score weights and points obtainable in the evaluation sheet are tentative and should be changed depending on the need or major attributes of technical proposal.



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**)

Within 30 days of the receipt of the Contract from the Purchaser, the successful Offeror shall provide the performance security on the Performance Security Form provided in the Solicitation Documents and in accordance with the Special Conditions of Contract.

Failure of the successful Offeror to comply with the requirement of Clause 24 or Clause 25 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Proposal security if any, in which event the Purchaser may make the award to the next lowest evaluated Offeror or call for new Proposals.

26. Vendor protest

Our vendor protest procedure is intended to afford an opportunity to appeal to persons or firms not awarded a purchase order or contract in a competitive procurement process. **It is not available to non-responsive or non-timely proposers/bidders or when all proposals/bids are rejected.** In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.



Annex II
General Conditions for Professional Services

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 fulfill 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:
- (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 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.



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- 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.
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- 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 (TOR)

1. Background:

UNDP Iran along with 8 other UN agencies is residing in the UN Common Premises located in Tehran. The overall administration of the building as well as provision of Ancillary Services rest with UNDP. Ancillary Services includes recruitment and administration of UNDP outsourced staff such as guards, telephone operators, tea man and messenger.

The purpose of this Terms of Reference is to establish a Long Term Agreement (LTA) with an organization-hereinafter referred to as the 'Contractor'- for period of two years for provision administration and supervision support of ancillary services by the Contractor to UNDP, pursuant to which UNDP can conclude specific contractual arrangements with the Contractor.

The scope of the LTA is to recruit and administer the required human resources for UNDP and UN Common premises located in Tehran/Iran.

The Contractor is expected to apply the same rate/percentage of administration fee under this Long Term Agreement; UNDP will enter into a supplementary contract with the Contractor each year according to the salary of the outsourced staff. The administration fee will remain constant throughout the Agreement for period of two years.

The latest statistics show that the amount paid for Ancillary Services is approximately USD 160,000 per annum; however, the contract shall not impose a minimum guarantee on volume sales.

Please note that UNDP is not committed to select any of the offerors submitting proposals and answering the evaluation questionnaire.

Definition of Terms:

Contractor:	The company/firm selected to conduct the work.
Agreement:	A long term Agreement (LTA) for a period of two years between UNDP on one side, and the selected Contractor on the other side.
Supplementary Contracts:	The contracts that UNDP will award to the Contractor under the LTA each year, using the fix admin fee.
Sub-Contracts:	The contracts awarded by the Contractor to the personnel providing the required ancillary services to the UNDP and other UN agencies resident in the UN Common Premises.



2. Main Task and Responsibilities:

The Contractor will be responsible for recruiting and administration of the following outsourced staff.

#	Position	Number
1	Messenger	1
2	Tea man	1
3	Building manager	1
4	Guard supervisor	1
5	Guard Leader	4
9	Guard	6
15	Handy man	1
16	telephone Operator	2
	Total approximate number of outsourced staff	17

Note: Salary/Number of personnel and descriptions of work of outsourced personnel/sub-contractors (Terms of Reference) for each position will be provided by UNDP to the contractor each year, above table is an approximate number of ancillary staff currently outsourced for UNDP and UN Common Premises.

3. Arrangement of the Agreement and the Work:

The Contractor is expected to apply the same rate/percentage of administration fee for all the contracts which will be concluded under this LTA.

The list under section 2 and of this Terms of Reference shows an approximation of number of staff. The accurate listing will be more specifically stipulated in the supplementary contracts. In case of any change and modification in the number of staff and/or their salaries, the Contractor will be officially notified by the UNDP. The administration fee percentage will remain constant throughout the Agreement and the supplementary Contracts and will apply to the total amount of disbursement incurred for salary of personnel under this Agreement and supplementary Contracts, after modifications effected by UNDP, be it increase or decrease in the total amount.



4. Responsibilities of Contractor:

- a. The Contractor shall provide ancillary services for UNDP and UN Common Premises as estimated in the list under section 2 of this Terms of Reference, and will be specifically instructed in the supplementary Contracts.
- b. UNDP will provide the Contractor with the Terms of Reference for the services required.
- c. The Contractor is responsible for pre-selection and proposing candidates for each service. However, the appointment of the proposed candidates is subject to official approval of UNDP.
- d. UNDP reserve the right to determine the individuals required for the services, to request for replacement of the individuals in case of unsatisfactory performance, to modify the Terms of Reference of the services rendered by sub-contracted personnel, and to modify the salaries accordingly. Such modifications shall not be deemed a termination of this Agreement and its supplementary Contracts.
- e. UNDP may, at any time, request in writing the withdrawal or replacement of any personnel of the Contractor assigned to perform work or services under this Contract. The Contractor shall, at its own cost and expense, withdraw or replace such personnel forthwith. A request by UNDP for withdrawal or replacement of the Contractor's personnel shall not be deemed a termination of this Agreement and its supplementary Contracts.
- f. The Contractor shall be fully responsible for all the work and services performed by its sub-contracted personnel, and shall for this purpose employ qualified, competent and well-trained staff to perform the services under the Contracts.
- g. The Contractor shall take all reasonable measures to ensure that the Contractor's personnel conform to the highest standards of moral and ethical conduct.
- h. The Contractor is responsible for monitoring attendance and leaves of the personnel sub-contracted under this Agreement and supplementary contracts. Leaves of the personnel should be informed beforehand, in writing, to the focal point of the relevant UNDP. In such cases, the Contractor is expected to replace the person on leave of absence with someone for the temporary period.
- i. The Contractor shall be solely responsible for all the relevant administrative and legal works with regards to the sub-contracts. The sub-contracts shall be duly awarded, using the letterhead of the Contractor, and according to the Terms of Reference provided by UNDP.
- j. The Contractor shall not use the emblem of UN, and its affiliated agencies.



- k. The information and records of the individuals, name, DOB, gender, residence address, military services, language and education, shall be submitted to the relevant UNDP upon request.
- l. UNDP shall not be liable for any action, omission, negligence or misconduct of the Contractor's employees, agents, servants, or sub-contractors nor for any insurance coverage which may be necessary or desirable for the purpose of this Agreement and its supplementary Contracts, nor for any costs, expenses or claims associated with any illness, injury, death or disability of the Contractor's employees, agents, servants, or sub-contractors performing work or services in connection with this Agreement and its supplementary Contracts;
- m. The Contractor shall be knowledgeable of and comply with all the related Iranian labour and other local laws including social security, medical insurance, income tax laws and any other relevant rules and regulations.
- n. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation and other liability insurance to cover its personnel, and sub-contractors performing work or services in connection with this Contract.
- o. The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, their 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, Contractor's employees or agents or sub-contractors in the performance of this Contract. This indemnification shall also extend to claims and liability in the nature of workmen's compensation claims.
- p. The Contractor is expected to assign sufficient number of qualified staff to adequately and accurately supervise the works and to administer the sub-contracts of the ancillary personnel.
- q. The Contractor shall provide reports and invoices for UNDP as per their requirements vis-à-vis the content, template and time period.
- r. The Contractor shall introduce a focal point for UNDP for the purpose of smooth and efficient communication.
- s. The Contractor shall provide the assigned personnel with uniform as appropriate to maintain proper image.
- t. The Contractor is expected to pay the salaries as per the detailed lists provided by UNDP.
- u. In addition to provision of ancillary services and recruitment of outsourced staff, UNDP may ask the contractor to register additional staff for local social security services; the list of these staff will be provided by UNDP upon request and will be separately dealt by the Contractor.



5. Duration of the Agreement and Supplementary Contracts: (Time and Period)

The period of the LTA will start upon signing the Agreement, expected to be on February 1, 2011 and will continue for two years (until Dec 31, 2013). The period is extendable up to three years if mutually agreed by UNDP and Contractor.

The Supplementary Contracts will be initially awarded for one year and if UNDP is satisfied with the performance of the Contractor will be extendable up to the length of the Agreement.

Continuance of the Agreement and its Supplementary Contracts, at any time, depends on UNDP's satisfaction of Contractor's performance.

The UNDP reserves the right to carry out market survey, at any time during the contract, and if more favourable and cost-effective services could be provided, the Contractor should make every effort to meet the requirements and expectations of UNDP.

6. Location of Contractor's work:

Contractor's office(s).

7. Direct Supervision:

The task(s) will be performed under the direct supervision of UNDP Iran.

8. Output/Deliverables:

Submission of monthly invoices to UNDP-Iran

Leave monitoring documents

9. Required Qualifications:

The following are the minimum requirements for the organization selected as Contractor for this LTA.

- A. The Contractor entity should be officially registered with Registration of Companies department.
- B. At least Five years of professional experience in the field of human resource administration and management.
- C. Successful experience in management of human resources.



- D. Familiarity with the work of UNDP in the Country is a plus.
- E. English competency for reporting and communication with UNDP.
- F. The contractor shall have a well-established financial system for administration of sub-contracts (including bank accounts and registering system for payments). UNDP Iran reserves the right to request evidence on financial systems and records.
- G. The contractor shall have a formal office in Tehran.
- H. Ability to establish offices in different provinces throughout the country will be an advantage.
- I. The organization shall be able to provide the services of a team of three individuals based in his office with the following credentials:
 - a. One person with academic degree in finance/accounting and experienced in financial management and human resource administration.
 - b. One person for administration work with high school diploma with experience sufficient to provide support and assistance in human resource administrative and local social security tasks. Good knowledge of English is an advantage. University degree in related fields is a plus.
 - c. One supervisor/Focal point for monitoring attendance and regular visit from outsourced staff in UNDP, with high school diploma.
- J. If there is to be a change in the composition of the three member team, UNDP shall be informed in writing.
- K. The contractor is requested to submit supporting documents on background, previous experiences and other qualifications of the appointed team.

10. Remuneration:

- The details of remuneration and payment term will be specified in the contract under the LTA.
- All payments will be made by UNDP directly to the Contractor in Iranian Rials.

11. Verification:

Monthly payments under Contract will be made upon verification of monthly reports and confirmation on satisfactory performance of Contractor and compliance with the Terms of Reference of the work.



Annex IV

Package for Technical Proposal
(see Article 8 of Annex I for instruction)

Form A: Profile of the Firm/Organization

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 copy of company profile

Legal and Registration Information:
Organization's year of establishment :
Organization's official registration date :
Please specify under which entity is registered:
Registered under name of:
Number and date of registration on permission of activity :
<u>Please attach all legal and registration documents.</u>



Form B: Organization Capability

Management structure, number of staff, core areas of expertise and experience:

Describe the structure of your organization, including all administrative bodies (e.g. administration, finance, human resource, etc.)

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 and their field of expertise/academic background:

No.	Academic background	Field of expertise	Years of experience
1.			
2.			
3.			

Please name the three individuals who will be assigned for fulltime services to the activities for the duration of the contract; please see Terms of Reference for required qualification.

Name	Academic background	Field of expertise	Years of experience
1.		Supervisor	
2.		Finance/Accounting	
3.		Administration	

(Please Attach CV



FORM D: Reliability (References, and letters of recommendations)

Details of at least three past similar experiences are required. For more information please use additional form.

Please attach three reference letters of the past experiences of your firm/organization related to the subject of this work (during last 5 years)

Past experience detail No.1	
Narrative description and objective of Project:	
Name of entity who awarded the contract to your firm/organization:	
Contact information of the entity who awarded the contract : Name of contact person: Address: Tel:	
Approx. value of the contract/fund (in current US\$):	
Country: Location within country:	
Duration of assignment (months):	
Start date (month/year): Completion date (month/year):	
Total No of staff-months administrated by your firm for the assignment:	
Other relevant information:	



Past experience detail No.2	
Narrative description and objective of Project:	
Name of entity who awarded the contract to your firm/organization:	
Contact information of the entity who awarded the contract : Name of contact person: Address: Tel:	
Approx. value of the contract/fund (in current US\$):	
Country: Location within country:	
Duration of assignment (months):	
Start date (month/year): Completion date (month/year):	
Total No of staff-months administrated by your firm for the assignment:	
Other relevant information:	

Past experience detail No.3	
Narrative description and objective of Project:	
Name of entity who awarded the contract to your firm/organization:	
Contact information of the entity who awarded the contract: Name of contact person:	



Address: Tel:	
Approx. value of the contract/fund (in current US\$):	
Country: Location within country:	
Duration of assignment (months):	
Start date (month/year): Completion date (month/year):	
Total No of staff-months administrated by your firm for the assignment:	
Other relevant information:	



Form E: Proposed Methodology

Please explain your plan to achieve the objectives of this work, expected outputs as pre terms and reference (Annex III)

A large, empty rectangular box with a thin black border, intended for the user to write their proposed methodology, objectives, and expected outputs.



FORM F: General Qualification of key personnel and suitability for the contract (CVs of key personnel should be submitted); (Number of staff and their qualification are considered for grading this section),

CV of Managing Director/General Manager/Chief Executive Officer

1. Name of individual:

2. Education:

3. Other Training:

4. English Proficiency [*Please indicate proficiency: good, fair, or poor in speaking, reading, and writing]:*

5. Employment Record [*Starting with present position, list in reverse order every employment held by individual since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From year	To year	Employer	Position	Activities performed

6. Other relevant information:



CV of Individual with as supervisor/ focal point for the work of this contract (for minimum requirements please see TOR)

1. Name of individual:

2. Education:

3. Other Training:

4. English Proficiency *[Please indicate proficiency: good, fair, or poor in speaking, reading, and writing]:*

5. **Employment Record** *[Starting with present position, list in reverse order every employment held by individual since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From year	To year	Employer	Position	Activities performed

6. Other relevant information:



CV of Individual with Finance/Accounting background to be assigned as focal point/coordinator for the work of this contract (for minimum requirements please see TOR)

1. Name of individual:

2. Education:

3. Other Training:

4. English Proficiency [*Please indicate proficiency: good, fair, or poor in speaking, reading, and writing]:*

5. Employment Record [*Starting with present position, list in reverse order every employment held by individual since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From year	To year	Employer	Position	Activities performed

6. Other relevant information:



CV of Individual with Administration background to be assigned as focal point/coordinator for the work of this contract (for minimum requirements please see TOR)

1. Name of individual:

2. Education:

3. Other Training:

4. English Proficiency *[Please indicate proficiency: good, fair, or poor in speaking, reading, and writing]:*

5. Employment Record *[Starting with present position, list in reverse order every employment held by individual since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From year	To year	Employer	Position	Activities performed

6. Other relevant information:



Annex VI

PRICE SCHEDULE (Financial Proposal)

The Offeror 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 format shown on below should be used in preparing the price proposal:

Position	A: Take home Salary (monthly) (IRR)	B: Please enter minimum other costs for employer (please refer to note 1)	C: Administration fee (to be proposed by Offeror to be fixed for a period of two years as a percentage over the incurred cost) PLEASE ENTER PERCENTAGE	D: Total ceiling of the contract (IRR) A+B+C (please refer to note 2)
Messenger	5,175,000			
Tea man	6,670,000			
Building manager	10,260,000			
guard supervisor	7,176,000			
Guard Leader	5,922,500			
Guard Leader	5,922,500			
Guard Leader	5,922,500			
Guard Leader	5,922,500			
Guard	5,175,000			
Guard	5,175,000			
Guard	5,175,000			



Guard	5,175,000			
Guard	5,175,000			
Guard	5,175,000			
Handy man	6,497,500			
telephone Operator	4,872,000			
telephone Operator	4,872,000			
Total Amount per month (IRR)				
Total Amount per year (IRR)				

Note 1: Other costs in column "B " shall include all expenses such as insurance, annual leave payment, new year allowance which complies with all the related Iranian labour and other local laws including social security, medical insurance, income tax laws and any other relevant rules and regulations.

Note 2: Selection of the best candidate will be according to the costs for column B and C. Total amount stipulated in column D is crucial for evaluation of your financial offer . Please note that Administration fee shall be fixed for a period of two years starting February 1, 2011.

Name of offeror:

Name of authorized representative of firm/organization:

Title of authorized representative of firm/organization:

Signature and Stamp:

Date:



**Annex VII
Checklist for Submission of Proposal**

To be used by Offerors for Complete Proposal Submission (all required documents mentioned in the following list should be included in the proposal.

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	Complete questionnaire : Annex IV Forms A to F			
	Proposal Submission Form : Annex V (signed and stamped)			
	CVs of Key Managerial Positions and Individuals Assigned for the Work of the Contract			
	One copy of this checklist – filled out by offeror			
Financial Envelope	Signed and stamped Financial Proposal (Annex VI)			



Important Note: Please make sure to submit all documents mentioned in the RFP checklist