



IMPORTANT **Request for Proposal**

February 9, 2011

Dear Sir/Madam,

Subject: Request for Proposal for implementation -of monitoring and evaluation of IRS operation, LLIN distribution and On-Site Data Verification for Global Fund Malaria project in three province of Sistan - Balouchestan, Kerman and Hormozgan

You are invited to submit a proposal for implementation of the above activity. To enable you to submit a proposal, attached are:

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

I would like to assure you that the information received from you will be kept confidential for the sole and internal consideration of UNDP. Please allow me to bring to your attention that UNDP reserves the right to disqualify your 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 suitable for the assignment. In addition, kindly note that this inquiry contains no contractual offer of any kind and should not be regarded as an acceptance of any offer by the UNDP.

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 Section D of Annex I.

Your offer comprising of your CV, completed technical proposal and financial proposal (as per Annexes IV and V) along with all other supporting documents should be sent in two separate sealed envelopes marked "**implementation -of monitoring and evaluation of IRS operation, LLIN distribution and On-Site Data Verification for Global Fund Malaria project**" to the following address no later than 12 noon of February 23,2011.

Procurement Unit
United Nations Development Programme
8 Shahrzad Blvd, Darrous, Tehran - Iran



Important notes:

- Submissions received after the mentioned date will not be evaluated and will be kept un-opened and the Offeror will be notified.
- Submissions that do not include all requested documents mentioned in Item 7 of Annex I will not be evaluated.
- Your offer must be valid for at least 60 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.

Sincerely,
Negar Arefi

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

Deputy to Portfolio Coordinator
(Operations)/Head of Procurement Unit



Annex I

Instructions to Offerors

A. Introduction

1. General

The purpose of this Request for Proposal is Implementation of monitoring and evaluation of IRS operation, LLIN distribution and On-Site Data Verification for Global Fund Malaria project in three province of Sistan - Balouchestan, Kerman and Hormozgan.

2. Cost of proposal

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

B. Solicitation Documents

3. Contents of solicitation documents

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

4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that have received the Solicitation Documents and/or will be published on relevant site/s.

5. Amendments of solicitation documents

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

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



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

C. Preparation of Proposals

6. Language of the proposal

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

7. Documents comprising the technical and financial proposal

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

- (a) Proposal submission form (Completed, signed and stamped)
- (b) Company profile of the offeror (organization/company/NGO)
- (c) Company's registration documents
- (d) Completed questionnaire (Annex IV) and all the required evidences as specified in Section "Attachment" of Annex IV
- (e) Resume (CV) of the key staff who may be involved in this project.
- (f) List of previous similar Contracts/Practices in relevant areas.
- (g) At least two reference letters from local or international organizations which have received similar services from the offeror.

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

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

Note:

- Please note that all expenses incurred as a result of implementation of Terms of Reference (Annex III) are the responsibility of the contractor and should be included in your financial proposal.
- Please provide your final financial proposal.
- Please ensure that all relevant costs are considered in your financial proposal (please see the details in Terms of Reference attached as Annex III).



8. Proposal form

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

9. Proposal prices

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

10. Proposal currencies

All prices shall be quoted in Iranian Rial.

11. Period of validity of proposals

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

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

12. Format and signing of proposals

The Offeror shall prepare two copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorized to bind the Offeror to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

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

13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones outlined in Terms of Reference (Annex III).



D. Submission of Proposals

14. Sealing and marking of proposals

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

a. Inner Envelopes:

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

Please mark the two envelopes as follows:

- ❖ Technical proposal for “Monitoring and evaluation of IRS operation, LLIN distribution and On-Site Data Verification of Global Fund Malaria project “
- ❖ ” Name and full address of the Offeror”
- ❖ All pages of submitted documents must be clearly marked and stamped except the Proposal Submission Form which should only bear your name and signature on its first page.

b. The outer envelope

Your offer comprising of technical and financial proposals, in separate sealed inner envelopes, should be sealed in an outer envelope to reach the following address no later than **12 noon of 23 February 2011** to Address: # 8 (former 39) Shahrzad Blvd. Darrou, Tehran, Iran.

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

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

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

15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than **12 noon of 23 February 2011** .



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

16. Late Proposals

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

17. Modification and withdrawal of Proposals

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

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

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

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

E. Opening and Evaluation of Proposals

18. Opening of proposals

The procuring entity will open the Proposals in the presence of a Committee formed by the Head of the procuring UNDP entity.

19. Clarification of proposals

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



20. Preliminary examination

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

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

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

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

21. Evaluation and comparison of proposals

- A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price Component will be reviewed only for those firms/institutions whose Technical Component meets the requirements for the assignment
- Total number of points which a firm may obtain for both components together is 100. The technical component has a total possible value of 70, and will be evaluated by using the criteria inquired in the questionnaire of Annex IV and with the following distribution of weights:
 - a. Expertise and competence of firm/company (30 Points)
 - b. Previous Similar Experiences and competence of Key Staff (40 Points)

For detailed criteria please see Annex VII.

- 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 70 points in the evaluation of the technical proposals (in other word, only the financial offers of the submissions whose technical proposal obtains 49 out 70 scores will be opened and evaluated).
- The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and completed questionnaire attached as Annex IV.



In the Second Stage, your technical component achieves 70% of the points (49 out of 70), your price proposal will be taken into account in the following manner:

- The total amount of points allocated for the price component is 30. The maximum number of points will be allotted to the lowest price proposal that is opened and compared among those invited firms/institutions which obtain the threshold points in the evaluation of the technical component. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:
$$[\text{Total Price Component}] \times [\text{Rial} / \text{lowest}] / [\text{Rial} / \text{other}] = \text{points for other proposer's Price Component.}$$

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

F. Award of Contract

22. Award criteria, award of contract

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

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

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

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

24. Signing of the contract

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

25. Performance security (Not applicable for this contract)

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 Proposal.



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:

(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.

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

Monitoring and evaluation of IRS operation, LLIN distribution and On-Site Data Verification of Global Fund Malaria project in three province of Sistan - Balouchestan, Kerman and Hormozgan

Background & objectives:

Malaria control R7 grant has started in Sistan - Baluchistan, Hormozgan and Kerman provinces since 2008 in which distribution of LLINs and Indoor Residual Spraying in rural areas are the main activities. With consideration of the large volume of IRS operation and distribution of LLINs in restricted areas, this could be considered as one of the requirements of UNDP who acts as PR to establish a system to monitor and evaluate quality and coverage of operations and verify on -site data.

Main Task:

In line with goal of GF Malaria project, a third party (hereafter called the Contractor) will conduct monitoring and evaluation of IRS (Indoor Residual Spraying) operation, LLIN (Long Lasting Insecticidal Net) distribution in the target districts of Sistan & Balouchestan, Kerman and Hormozgan provinces and will also carry out On-Site Data Verification (OSDV) merely in Sistan & Balouchestan province.

In each province, two districts will be selected randomly by the Contractor and through field visits the above-mentioned activities will be conducted.

Time and period:

As IRS operation and LLIN distribution will be implemented from Feb 20th to Apr 30th 2011, the Contractor is expected to start the work on 26th Feb 2011 and deliver the tasks (all deliverables) within a maximum 30 days from the end of the implemented activities by 31 May 2011.



Location:

During the implementation of the activities mentioned in this contract, the Contractor may work at his/her own preferable location providing availability of smooth communication ways. UNDP must be informed of the time and location of all the activities in order to make the necessary arrangements with the local authorities through CDC.

Direct Supervision:

The Contractor will work under the direct supervision of GF Malaria Project Manager.

Detailed Responsibilities:

The specific tasks are as follow:

a) To Develop a checklist/template for field supervision, monitoring of IRS operation, LLIN distribution and OSDV

- The checklist should be prepared based on WHO and MOH standards.
- The checklist/template should be approved by UNDP.

b) Selection of the sites for random control

- Six district sites will be selected out of 20 target districts covered by GFATM Malaria Project in Zahedan, Kerman and Hormozgan UMSs (Universities of Medical Sciences) for field supervision.
- The list of selected districts will be sent to UNDP for further arrangements.

c) Field visit

- The Contractor will monitor IRS operation and LLIN distribution in selected districts of Zahedan, Kerman and Hormozgan UMSs through field visits. In each district on average 3 villages will be selected randomly for IRS operation and 3 villages for LLINs distribution.

No.8 Shahrzad Blvd, Darrou, 1948773911 Tehran, I.R. Iran (P.O. Box 15875-4557)

Tel: (98 21) 2286 0691-4, 286 0925-8, Fax: (98 21) 22869547, email: registry@undp.org, website: www.undp.org.ir



This would include but will not be not limited to monitoring of IRS operation and distribution of LLINs against national standards as well as coverage and quality of operation which could complies with GF project targets.

- Random control of provided supplies and equipment for spraying of IRS and distribution of LLINs at end user level. The sample size (No of end users) will be determined by UNDP.
- The Contractor will also conduct OSDV by obtaining available reports from Zahedan UMS on GF Malaria project and through field visits. This survey and report should be in compliance with GF OSDV protocol and will consist of 6 reporting points at provincial, district and peripheral levels which should be selected randomly.
- The contractor should verify received quarterly reports on 4 indicators:
 - 1- Reporting Malaria cases;
 - 2-Treated Malaria cases
 - 3-Number of LLINs distributed
 - 4- Number of people who received personal protection education services.
- The details of field visits and also the areas in each visit should be approved by UNDP.

Output/Deliverables:

- To provide a checklist/template for gathering information on monitoring IRS operation.
- To provide a checklist/template for gathering information on monitoring LLINs operation.
- To prepare and present a detailed final report comprised of all findings on monitoring of IRS operation and LLIN distribution and also OSDV in English and Farsi.

Payment Terms and Remuneration:

- In full consideration of the complete and satisfactory performance of the service according to this contract, UNDP shall pay the Contractor upon certification that the services have been satisfactorily performed.
- Payment process will be according to UNDP's regulations as will be stipulated in the contract.
- The contract payment is expected to cover travel costs, communication costs, fees or any other -relevant cost with regards to this activity.
- The Contractor shall not do any work, provide any equipment, materials and supplies or perform any other services which may result in any cost in excess of the total contract amount.
- Each payment will be made in Rials as per the UN exchange rate of the date of payment.



Verification:

The final deliverable should be clearly approved by GF Malaria Project Manager as the final verification of the work.

Others:

- All data gathered and produced under this contract and all deliverables of this contract are to be considered of propriety nature and use, copy, publication and distribution of the entire or any portion of it, without the expressed written consent of UNDP is strictly forbidden and may entail legal consequences.
- UNDP will provide the Contractor with all the relevant documents (if required) and support for the implementation of the work.
- The contractor should be aware of security issues in southern part of Iran and also he/she needs to be aware that traveling to selected provinces will be in his/her own responsibility.

Annex IV

Questionnaire related to implementation of monitoring and evaluation of IRS operation, LLIN distribution and On-Site Data Verification for Global Fund Malaria project in three province of Sistan - Balouchestan, Kerman and Hormozgan



(Please type)

General Information:

Full name of organization (in Farsi):

Full name of organization (in English):

Central office address:

Tel No:

Fax No:

E-mail:

Website:

Name of General Manager:

Name of Chair of Board of Directors/Trustees:

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

Legal and Registration Information:

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

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

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

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

Youth national organization (ثبت در سازمان ملی جوانان) :

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

Others:

Registered under name of:

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

Please attach all legal and registration documents.

Annex IV

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

Personnel Information:

Number of the member of Board of Directors/Trustees:

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

Number of employees working in finance and accounting sections:

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

Name of experts proposed as Key Staff of this project(please indicate exact field of expertise and attach CV/Resume):

Annex IV

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

- Logistics Support
- Distribution Management
- Inventory Management
- Product Use
- Quality Assurance
- Monitoring and Evaluation
- Others (please mention):

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

Selected Activities Involving Monitoring & Evaluation Activities during the past 5 years

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

1.

2.

Annex IV

3.
4.
5.

Annex IV

Cooperation with other organizations:

Please explain any previous cooperation with Ministry of Health:

Please explain any previous cooperation with International Organizations:

Others (such as other Government offices, NGOs, Academia, etc.)

Financial information:

Annual budget in related fields during the past 3 years

Annual expenditure in the field of Monitoring & Evaluation during the past 3 years

Has the organization been audited during the past 5 years by an external auditor (if your answer is yes it is construed as your confirmation that audit report will be available to UNDP upon request)?

Annex IV

Attachment

Please attach following documents:

- Company/organization profile / شرح فعالیت های سازمان
- Copy of notice of registration of organization (official gazette) / کپی آگهی ثبت (روزنامه رسمی)
- Copy of permission(s) of activity / کپی مجوز فعالیت
- Copy of article of association / کپی اساسنامه
- CV of the full-time managerial and supervisory staff & proposed list of lecturers
رزومه افراد کلیدی سازمان و مدرسین پیشنهادی

Please also provide other documents including copy of contracts, reports and publications

Other explanations:

Name and signature of the general manager

Name:

Signature and stamp:

Date:

PROPOSAL SUBMISSION FORM

Dear Sir / Madam,

Having examined the documents of Request for Proposal, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide professional services for implementation of Monitoring and evaluation of IRS operation, LLIN distribution and On-Site Data Verification for Global Fund Malaria project in three province of Sistan & Balouchestan, Kerman and Hormozgan for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

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

We agree to abide by this Proposal for a period of 60 days after the date of Proposal submission prescribed by the procuring UNDP entity, pursuant to the deadline clause and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /monthof year

Signature

Name:

Title:

Date:

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

PRICE PROPOSAL TEMPLATE

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

The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category.

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

Price Proposal for: Implementation of Monitoring and evaluation of IRS operation, LLIN distribution and On-Site Data Verification for Global Fund Malaria project in three province of Sistan & Balouchestan, Kerman and Hormozgan				
Description of Activity/Item		Per person	Total number of staff	Total amount
1.	Staff Fees			
2.	Travel Cost to target districts			
	Air/Bus Ticket			
	Accommodation			
	Food			
3	Any other relevant cost item required for Implementation	-		
	Transportation	-		
	Communications	-		
	Reproduction and Reports	-		
	Others	-		
	Total			

Signature and stamp:

Name:

Title:

Date:

On behalf of:

[please insert the name of offeror]

Proposals Evaluation on monitoring and evaluation of IRS operation, LLIN distribution and On-Site Data Verification of Global Fund Malaria project in three province of Sistan - Balouchestan, Kerman and Hormozgan

Summary Sheet

STEP 1: Competence Evaluation/ Total obtainable score: 70

STEP 2: Financial Evaluation/ Total obtainable score: 30

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Offerors			
Form A	Competence & Expertise of Firm	30%	30				
Form B	Previous Similar Experiences and competence of key staff	40%	40				
Form C	Financial proposal	30%	30				
Total score			100				

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

Expertise and Competence		Points obtainable	Offerors			
Form B						

B. Previous Similar Experiences and Competence of Key Staff

B.1	Previous similar practice on Monitoring and Evaluation (with consideration of volume, coverage, and budget)	8				
B.2	Previous similar practice with UN org or UN affiliated orgs (with consideration of volume, coverage, and budget)	2				

Proposed Key Staff

B.3	Related academic background	15				
B.4	Similar previous experience	15				
Total		40				

Financial Offer		Points obtainable	Offerors			
Form C						
C: Financial offer and score						
	Total offered price	in Rials				
C.1	Total score of financial offer	30				
Total		30				