



Request for Proposal (RFP)

October 16, 2011

Dear Sir/Madam,

Subject: Request for Proposal for Organizing & Facilitating five 3-day workshops for Prisons TB coordinators

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 Professional Service Contract 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 requested complete documents 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.

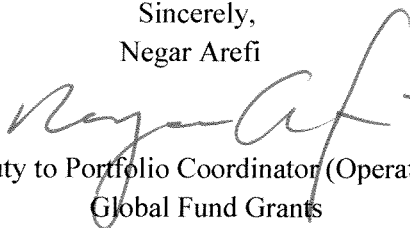
Your offer comprising of complete technical and financial proposals should be sent in two separate sealed envelopes put in one sealed envelope marked “Proposal for Organizing & Facilitating five 3-day workshops for Prisons TB coordinators; please do not open before 2 p.m. November 6, 2011” to the following address no later than 12 noon of Sunday November 6, 2011.

Procurement 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,
Negar Arefi



Deputy to Portfolio Coordinator (Operations)/
Global Fund Grants



Annex I

Instructions to Offerors

A. Introduction

1. General

The purpose of this Request for Proposal is to establish a contract with an organization for Organizing & Facilitating five 3-day workshops for Prisons TB coordinators

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 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.

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 provide the prospective Offerors with 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.

7. 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 10;
- (d) Proposal security (Not applicable)

8. Export License (Not applicable)

All bidders/vendors must be 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.

9. Proposal submission form (see Annex V)

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

10. 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.

11. Proposal currencies

All prices shall be quoted in Iranian Rial.

12. Period of validity of proposals

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



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

13. 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.

14. 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

15. 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 :

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

- marked with

"Proposal for Organizing & Facilitating five 3-day workshops for Prisons TB coordinators"

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 9 (*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.



16. 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 *Deadline for the submission of proposals*.

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.

17. 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.

18. 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

19. 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.

20. 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.

21. 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.

22. 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.:

$[\text{Total Price Component: 300 points}] \times [\text{lowest offer}] / [\text{other financial offer}] = \text{points for other financial offer.}$

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		Score Weight	Points Obtainable	Company/Organization				
				A	B	C	D	E
1.	Expertise of Firm/Organization	25%	250					
2.	Proposed Work Plan and Approach	20%	200					
3.	Personnel	25%	250					
Total			700					

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

Form 1: Expertise of Firm/Organization's submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

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

Technical Proposal Evaluation Form 1		Points obtainable	Company/Organization				
			A	B	C	D	E
Expertise of firm/organization							
1.1	Registration certificates and financial statement	25					
1.2	Relevance of mission & vision of firm/organization to the objectives of this activity	45					
1.3	Litigation and Arbitration history	20					
1.4	Familiarity/experience with workshop organizing and facilitating	45					
1.5	Familiarity/experience with workshop training in Prisons Setting	25					
1.6	Familiarity with public health issues and harm reduction activities in society and prisons	45					
1.7	Familiarity/experience with working with UN agencies in the country	20					
1.8	A well-established financial system	25					
		250					

Technical Proposal Evaluation Form 2		Points Obtainable	Company/Organization				
			A	B	C	D	E
Proposed Work Plan and Approach							
2.1	To what degree does the Offeror understand the task?	40					
2.2	Have the important aspects of the task been addressed in sufficient detail?	30					
2.3	Is the proposal based on understanding of project environment and setting and was this	30					

	data input properly used in the preparation of the proposal?						
2.4	Is the scope of task well defined and does it correspond to the TOR?	40					
2.5	Is the proposed Monitoring & Evaluation plan appropriate	30					
2.6	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	30					
		200					

Technical Proposal Evaluation Form 3		Points Obtainable	Company/Organization				
			A	B	C	D	E
Personnel							
3.1	Lecturers/Facilitators						
	Advanced university degree in health/medicine or related fields such as social science, psychology and epidemiology	45					
	Familiarity with the context of TB and health in prisons	45					
	Background in conducting trainings and educational sessions	30					
	Experience in facilitating workshops	30					
	Familiarity with the subject of infectious diseases such as TB, HIV, etc., routes of transmission, methods of prevention and DOTS strategy	50					
3.2	Other personnel-Finance/accounting, Admin/Logistics						
	An individual with administrative expertise is assigned and qualified	25					
	An individual with finance expertise is assigned and qualified	25					
		250					

F. Award of Contract

23. 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.



24. 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.

25. 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.

26. Performance security

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.

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

Training Workshop for prisons TB coordinators

Work plan Activity Code: O2SDA2a4

Sub-recipient: Iranian Prisons Organization (PO)

Background

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

The scope of this Terms of Reference is to train 150 TB coordinators in the prisons across the country for which UNDP intends to engage a company as a contractor to organize and facilitate five 3-day workshops to train TB coordinators in close collaboration with Prisons Organization.

Objective

The purpose of these 3-day workshops is to train TB coordinators of prisons and enhance their knowledge on the following topics:

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

Duration of work

The Contractor is expected to undertake five 3-day workshops in Tehran within 30 days after start date of the contract. Tentative time schedule for contract would be mid November 2011 until end January 2012.

Detailed Responsibilities

1. The contractor shall specify the venue of the workshop within three days after the start date of contract. Before the first event, physical condition of planned training venue and facilities need to be verified by PR and SR M&E staff. The contractor should specify another venue, if the first one is not approved by the PR and PO.
2. The contractor shall prepare and submit the following items within one week after signing the contract and shall obtain approval of PR and Prisons Organization before implementing Workshop.

- a. Time-plan for the workshops
 - b. Implementation methods including registration arrangement and coordination
 - c. Reporting template
 - d. Monitoring and Evaluation plan with assistance and in close coordination with PR and PO. The M&E plan should include, but not be limited to, overall plan for monitoring of program to ensure that the goals of programme are achieved.
3. Informing PO officially about the detailed time plan of the program one week in advance to allow for required pre-arrangements with the targeted staff working in prisons
 4. Preparing stationery, print-outs and CDs such as, manuals, hand-outs, pre-test, post-tests and quality assessment questionnaires, slides, registration/ID cards, list of participants, and list of participants for accommodation, etc.
 5. Sharing the educational materials with PR and PO for their final review and approval
 6. Arranging all the pre-requisites required for the workshops such as accommodation, refreshment and food, venue and contracts with lecturers, etc. Qualifications of the lectures/instructors will be reviewed during the bidding process and at the time of finalizing the agenda by the contractor.
 7. Preparing and submitting of detailed and accurate reports accompanied by supporting documents such as workshop reports, list of attendees, pre-test, post-test results, result of quality assessments and invoices within two weeks after conducting workshops. (Method of quality report on the result of training and analysis of the outcome of training and action plan for the next sessions should be reflected in the proposal of potential applicants).
 8. Ensuring continuous coordination with Health Office of the Prisons Organization and the Global Fund Project unit in this office, as well as project manager in UNDP on all matters related to arrangement of the workshops and reporting.
 9. Any changes in the arrangement of the workshop should be officially communicated with PO and UNDP office in order to receive their approval
 10. Full cooperation with organizations and/or individuals introduced by PO or UNDP for monitoring and evaluation of activities.

Outputs/Deliverables:

Holding and facilitating five 3-day workshops in Tehran to train TB coordinators in prisons and provide the required reports to PO and UNDP.

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

Facilities and services required for the workshops

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

- Appropriate and quiet venue to accommodate at least 30 participants
- Comfortable chairs and tables
- A/C system and proper lightening
- Audio and visual equipment such as video projector and screen, wire-less microphone, television, DVD/VCR player, notebook computer, photocopier and presence of an IT assistant for support
- Enough space for group- work for at least 5 groups
- 5 flipcharts for group work
- Easy access to praying room
- Suitable canteen/dining hall for serving lunch and refreshment
- Lunch shall contain one main course and side dishes (salad, drink, etc.) for at least 35 participants
- Serving two breaks for refreshment with, tea, coffee and pastries (one morning break and one afternoon break)

- If the location of workshop venue is separate from the location of accommodation, group transportation shall be arranged and provided by the Contractor and travel time should not exceed more than 20 minutes.

(2) Conditions of accommodation (3 star hotel or equivalent):

- Rooms with minimum of 2 beds (minimum 2 people in one room)
- Accessibility of suitable bathroom for all rooms
- A/C in each room
- Suitable restaurant with capacity of serving food (breakfast and dinner) for at least 35 participants. Dinner should consist of one main course and side dishes (Salad, drink, etc.)
- Access to communication equipment such as telephone and fax at the expense of guests
- Availability of services such as taxi at the expense of guests

Qualifications:

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

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

Note: eligibility will be given to those who have strong background in TB.

It is expected that the Contractor propose a team of lecturers who have the following credentials to cover the topics mentioned in the Section of Objective:

- Advanced university degree in health/medicine or the related fields such as social science, psychology, Epidemiology
- Familiarity with the context of TB and health.
- Background in training and education and experience in facilitating workshop
- Familiarity with the subject of TB, routes of transmission, methods of prevention, and DOTS strategy
- Familiarity with infectious disease such as TB, HIV, etc

Report(s):

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

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

Verification:

The reports shall be verified /endorsed by Prisons Organization.

Payment Term:

- In full consideration for the services performed by the Contractor under the terms of this agreement the United Nation Development Program shall pay the contractor upon certification that the services have been satisfactorily performed and according to the table below:

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

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

Others:

- All deliverables of this work are to be considered of proprietary nature and the use, copy, and distribution of which without the expressed written consent of the PO is expressly forbidden.
- Upon receiving and verification of deliverables, payments will be transferred by UNDP to the account number of the contractor introduced through an official letter indicating SHEBA identification number.

Annex IV

Package for Technical Proposal

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 fill out form D and attach CV/resume of General Manager

Legal and Registration Information:

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

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

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

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

Youth national organization (ثبت در سازمان ملی جوانان) :

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

Others:

Registered under name of:

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

Please attach all legal and registration documents including organization's official financial statement or most recent audit report.

Summary of Goals and Mission of Organization:

Litigation and Arbitration History:

Please explain if your firm/organization has any history or experience of disagreement leading to taking any contractual case to law court. If yes, please describe the case.

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.) – please use extra pages if required.

Describe the procedure of decision making, in particular financial decisions and explain how the firm/organization secures the quality and accuracy of such decisions:

Number of the member of Board of Directors/Trustees:

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

Please explain if your firm/organization has any subsidiary office in other cities/towns (if yes, please list)

Name of lecturers and their field of expertise/academic background, please see Terms of Reference for required qualification:

Name	Academic background	Field of expertise	Years of experience
1.			
2.			
3.			

Name of employees in admin/logistic and finance and their field of expertise/academic background, please see Terms of Reference for required qualification:

Name	Academic background	Field of expertise	Years of experience
1.			
2.			
3.			

(Please also fill out Form D for complete information on CV)



Form B: Experience of the Firm/Organization

Narrative of experience and core expertise of firm/organization

In this section you are requested to explain the experience of your firm/organization on conducting similar contracts/projects



Form C: Description of Approach and Action Plan

Please explain your understanding of the objectives of this work, expected outputs and how your firm/organization could contribute to achievement of the outputs:

Please explain your approach for carrying out the activities and obtaining the expected outputs including your proposed monitoring & evaluation plan.

In this section please explain if your firm/organization intends to sub-contract part of the work. If yes, please describe in detail, name the potential sub-contractor(s) and provide sufficient information on their profile.

Please explain your understanding of the expected challenges and problems in implementation of this work and explain your approach to address and resolve them

Considering the scope of the work and requirements of the contract, please develop a list of tasks and responsibilities for the individuals required for this work – please attach extra pages if required

1. Responsibilities/tasks of individual with medicine/public health background

2. Responsibilities/tasks of individual with finance/accounting background

3. Responsibilities/tasks of individual with administration/logistics background



Form D: CVs of Key Managerial Positions and Individuals Assigned for the Work of the Contract

CV of Managing Director/General Manager/Chief Executive Officer

1. Name of Firm/Organization:

2. Full Name of individual:

3. Date of Birth:

4. Nationality:

5. Education:

6. Membership of Professional Associations:

7. Other Training:

8. Countries of Work Experience:

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

10. 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

11. Other relevant information:



CV of Individuals with Medicine or Public Health background to be assigned as lecturers for the work of this contract (for minimum requirements please see TOR) – please use similar template for all lecturers.

1. Name of Firm/Organization:

2. Full Name of individual:

3. Date of Birth:

4. Nationality:

5. Education:

6. Membership of Professional Associations:

7. Other Training:

8. Countries of Work Experience:

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

10. 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

11. Other relevant information:

CV of Individual with Administration/Logistics background to be assigned for the work of this contract

1. Name of Firm/Organization:

2. Full Name of individual:

3. Date of Birth:

4. Nationality:

5. Education:

6. Membership of Professional Associations:

7. Other Training:

8. Countries of Work Experience:

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

10. 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

11. Other relevant information:

CV of Individual with Finance background to be assigned for the work of this contract

1. Name of Firm/Organization:

2. Full Name of individual:

3. Date of Birth:

4. Nationality:

5. Education:

6. Membership of Professional Associations:

7. Other Training:

8. Countries of Work Experience:

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

10. 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

11. 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 15 (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 Annex II, Clause 18. '

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

Description of Activity/Item		Unit cost IRR(A)	Quantity (Unit): number of units (B)	Total cost for one 3-day workshop (Ax B) IRR
1	Workshop Venue and facilities (Venue, AV and IT equipment, stationery and hand-outs, etc.) <u>for 35 participants</u>	-	-	
2	Refreshment (tea, coffee, and pastry) <u>for 35 participants</u>		6 (morning & afternoon)	
3	Lunch including one main course & side dishes (salad, drinks, etc.) <u>for 35 participants</u>		3 (lunches)	
4	Accommodation in Tehran (room and breakfast) <u>for 35 participants</u>		3 (nights)	
5	Dinner including one main course & side dishes (salad, drinks, etc.) <u>for 35 participants</u>		3 (dinners)	
6	Lecturers to facilitate the workshop		3 (days)	
7	Providing a bus for half day site visit <u>for 35 participants (will be confirmed after signing of the contract)</u>		1 (half day)	
8	Providing handouts, CDs, stationery, etc	-	-	
9	Any other relevant cost item required for arrangement of a workshop such as (communication, reporting, other administration related costs)	-	-	
	Total		[.....] Total cost of one 3-day workshop	
	Total for five 3-day workshops		x 5= [.....] Total cost of five 3-day workshops	

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

Please fill out and attach a copy to your submission:

	Items	Provided		Remarks
		Yes	No	
General	Proposal is properly sealed in two separate envelopes (one financial envelope and one technical envelope) put into one main envelop			
	Main envelope has been properly marked with the name of case			
	Name and address of offeror has been correctly marked on all envelopes			
	Language of the proposal is English			
	One (1) original and one (1) copy of the technical proposal is submitted			
	Documents and envelopes are marked "Original" and "Copy" as applicable			
Technical envelope	Signed & Stamped Proposal Submission Form: Annex V			
	Completed, signed and stamped Form A: Profile of the Firm/Organization is submitted			
	Legal and registration documents of firm/organization including organization's financial statement or most recent audit report are enclosed			
	Completed & stamped Form B: Experience of the Firm/Org is submitted			
	Completed and stamped Form C: Description of Approach and Action Plan is submitted			
	Completed & stamped Form D: 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) is submitted			