



Date: 12 July 2011

## Request for Proposal

Dear Sir/Madam,

Subject: Request for Proposal for preparing and finalizing monitoring and evaluation Malaria project plan for R7 and consolidated project(R7&R10) and finalizing related reporting templates.

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 Contract between you 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** Offeror's Information Sheets
- Annex V** Financial Proposal (Template)

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 offer from further evaluation if (1) you fail to submit the complete requested documents before the mentioned deadline; (2) the evaluation panel finds your offer 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 a sealed envelope marked **"Preparing and Finalizing monitoring and evaluation Malaria project plan for R7 and consolidated project and finalizing related reporting templates"** no later than 12 noon of Thursday 21 July 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)/  
Head of Procurement Unit

## Annex I Instructions to Offerors

### A. Introduction

#### 1. General

The purpose of this Request for Proposal is to establish a contract with an **individual for Preparing and Finalizing monitoring and evaluation Malaria project plan for R7 and consolidated project (R7&R10) and finalizing related reporting templates.**

#### 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 one week 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 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 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.

**7. Documents comprising the proposal**

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

- (a) CV/Resume of Individual
- (b) Technical Proposal, including completed offeror's information sheet (Annex IV) and documentation to demonstrate that the Offeror meets all requirements;

The technical proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Financial Proposal.

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

- Financial proposal, completed in accordance with clauses 9 and 10 as per the template attached hereto as Annex V;

**8. Proposal currencies**

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

**9. 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.

**10. Format and signing of proposals**

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.

**11. 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**

**12. 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 Preparing and Finalizing monitoring and evaluation Malaria project plan for R7 and consolidated project and finalizing related reporting templates”**

(b) **Both inner envelopes shall indicate the name and address of the Offeror.** The first inner envelope shall contain the technical proposal. The second inner envelope shall include the financial proposal 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.

### 13. 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 day/hour, local time as mentioned on cover letter

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.

### 14. 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.

### 15. 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

**16. 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.

**17. 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.

**18. 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.

**19. 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 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 (which is 49 points)

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and submitted documents based on the following criteria.

**Technical Evaluation Criteria**

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Offerors				
				A	B	C	D	E
1.	Education & work experience	40%	40					
2.	Expertise & background	30%	30					
<b>Total</b>			<b>70</b>					

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: Education & work experience

Form 2: Expertise & background

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	Individual				
			A	B	C	D	E
<b>Education &amp; work experience</b>							
1.1	MD and/or PHD degree in health related subjects	5					
1.2	Experience of working/collaboration with UN agencies and knowing their exigencies	15					
1.3	Familiarity with latest version of the Iran's National Strategic Plan for Malaria elimination	10					
1.4	Familiarity with GF malaria projects R7, R10 and consolidated project	10					
		40					

Technical Proposal Evaluation Form 2		Points Obtainable	Individual				
			A	B	C	D	E
<b>Expertise &amp; background</b>							
2.1	Extensive background in health projects	10					
2.2	Extensive background with GFATM projects in Iran & effective working relationship with Ministry of Health	10					
2.3	Strong knowledge of M&E requirements	10					
		30					

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score (49 points out of 70) in the technical evaluation will be compared.

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 with those other technically qualified offers. All other price proposals will receive points in inverse proportion to the lowest price; e.g.:

$$[\text{Total Price Component: 30 points}] \times [\text{lowest offer}] / [\text{other financial offer}] = \text{points for other financial offer.}$$

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.

## F. Award of Contract

### 20. 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.

### 21. 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.

### 22. Signing of the contract

Within 3 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to the Purchaser.

### 23. Performance security (Not applicable)

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

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

### 26. Vendor protest

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

## Annex II

### GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICE OF INDIVIDUAL CONTRACTORS

- 1. LEGAL STATUS:** The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of UNDP, under the UN’ Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.
- 2. STANDARDS OF CONDUCT:** In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions on the Contract regarding the Individual contractor’s performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of UNDP, and the Individual contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. The individual contractor must comply with all Security Directives issued by UNDP. Failure to comply with such security directives is grounds for termination of the Individual contractor for cause.

Prohibition of Sexual Exploitation and Abuse: In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General’s bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct to the relevant national authorities for appropriate legal action.

- 3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS:** Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall

be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment that is beyond normal wear and tear.

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, processes, inventions, ideas, know-how or documents and other materials which the Individual contractor has developed for UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of its obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to UNDP a perpetual licence to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents and all other data compiled by or received by the Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by UNDP at reasonable times and in reasonable places, shall be treated as confidential and shall be delivered only to UNDP authorized officials on completion of work under the Contract

- 4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them (“Discloser”) to the other (“Recipient”) during the course of performance of the Contract, and that are designated as confidential (“Information”), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate, and the Recipient may otherwise use the Discloser’s Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser’s prior written consent, as well as to the Recipient’s employees, officials, representatives and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, provided that the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder. These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

5. **TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS:** If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air.

UNDP may require the Individual contractor to submit a Statement of Good Health from a recognized physician prior to commencement of work in any offices or premises of UNDP or before engaging in any travel required by UNDP or connected with the performance of the Contract. The Individual contractor shall provide such a Statement of Good Health as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such Statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of the death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependants, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

6. **PROHIBITION ON ASSIGNMENT; MODIFICATIONS:** The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licences or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute a Contract by UNDP thereto, unless any such undertakings, licences or other forms of Contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.
7. **SUBCONTRACTORS:** In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by its subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.
8. **USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS:** The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any abbreviation of the name of UNDP, in connection with its business or otherwise without the written permission of UNDP.
9. **INDEMNIFICATION:** The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims,

demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, **settlement payments and damages**, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, **copyright, trademark** or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

10. **INSURANCE:** The Individual contractor shall pay UNDP promptly for all loss, destruction or **damage to the property of UNDP** caused by the Individual contractor, or of any **subcontractor, or anyone directly or indirectly employed by them** in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining **adequate insurance required to meet any** of its obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor may make shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.
11. **ENCUMBRANCES AND LIENS:** The Individual 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 to the Individual contractor or to become due for any work donor or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.
12. **FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:** In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full **particulars in writing to UNDP of such occurrence** or cause if the Individual contractor is thereby **rendered unable, wholly or in part, to perform its obligations and meet its responsibilities** under the Contract. The Individual 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 the Contract**. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of **estimated expenditures that will likely be incurred for the duration of the change in conditions or the event**. On receipt of the notice or notices required hereunder, UNDP shall take such action as it **considers**, in its sole discretion, to be appropriate or **necessary in the circumstances**, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract.

In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Individual 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 the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a **statement to UNDP** of **estimated expenditures that will likely be incurred for the duration of the change in conditions or the event**. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, **in its sole discretion**, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract. *Force majeure* as used **herein**.

means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute *force majeure* under the Contract

- 13. TERMINATION:** Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of Contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; the Individual contractor makes an assignment for the benefit of one or more of its creditors; (c) a Receiver is appointed on account of the insolvency of the Individual contractor; (d) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (e) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of its obligations under the Contract.

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP there under; (d) complete performance of the work not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP resulting from the termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor from UNDP.

- 14. NON-EXCLUSIVITY:** UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

- 15. TAXATION:** Article II, 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 restrictions, 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 exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

#### **16. AUDITS AND INVESTIGATIONS:**

Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether during the term of the Contract and for a period of two (2) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Individual contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

The Individual contractor acknowledges and agrees that, from time to time, UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Individual contractor generally relating to performance of the Contract. The right of UNDP to conduct an investigation and the Individual contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Individual contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Individual contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Individual contractor's personnel and relevant documentation. The Individual contractor shall require its agents, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

#### **17. SETTLEMENT OF DISPUTES:**

**AMICABLE SETTLEMENT:** UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

**ARBITRATION:** Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The parties shall be bound by any arbitration award



rendered as a result of such arbitration as the final adjudication of any such dispute, controversy or claim.

**18. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## Annex III

### Terms of Reference

#### Preparing and Finalizing monitoring and evaluation Malaria project plan for R7 and consolidated project and finalizing related reporting templates.

##### Background:

The current project funded by GFATM round 7 is: Malaria Intensified Control in High Burden Provinces of South Eastern Iran in high burden of Iran. The project starting time is Oct 2008 and projects ending date is Sep 2013.

Main activities of the Program currently include:

1) Early detection and effective treatment through expansion of malaria diagnostic equipment including microscope and Rapid Diagnostic Test (RDTs) and supply of quality Artemisinin-based Combination Therapy (ACTs) for the management of falciparum malaria (ACT will be procured through national budget; 2) Integrated Vector Management (IVM), through Long Lasting Insecticide Nets (LLINs) mainly for poor and marginalized people, and expansion of Indoor Residual Spraying (IRS) to selected areas; 3) early warning, prevention and detection of malaria epidemics; 4) strengthening malaria control capacity at all levels for implementation, monitoring and evaluation of interventions.

Round 10 of GFATM Malaria Proposal has been developed in line with malaria elimination programme, and it aims at elimination of falciparum in the country. Phase one of the project is planned to start form Oct 2011 till end of March 2014.

Main planned activities of the proposal include:

1) Early detection and effective treatment through expansion of malaria diagnostic equipment including microscope and Rapid Diagnostic Test (RDTs) and supply of quality Artemisinin-based Combination Therapy (ACTs) for the management of falciparum malaria; 2) Integrated Vector Management (IVM), through Long Lasting Insecticide Nets (LLINs) mainly for poor and marginalized people, and expansion of Indoor Residual Spraying (IRS) and larviciding to selected areas; 3) early warning, prevention and detection of malaria epidemics; 4) strengthening malaria control capacity at all levels for implementation, monitoring and evaluation of interventions; 5) strengthening community participation in malaria elimination partnership.

According to the GFATM policy, a consolidated - project has been developed upon existing Global Fund grants in the country (R10 and R7 Malaria project). This approach ensures (1) that funding requests to the Global Fund are more program-based and holistic, rather than fragmented; and (2) successful applications result in revisions of grant agreement durations, budgets and Performance Frameworks, rather than new and separate grants, each with their own budgets, Performance Frameworks and reporting timeframes.

Based on Article N7 Grant agreement PR should submit to the Global Fund an updated plan for monitoring and evaluation of R7 no later than 1 September 2011. Also based on conducted self assessment of ME system in 2010 reporting templates and national ME plan should be revised.

**Scope of Consultancy:**

The Consultant shall perform following tasks:

- Task A: Development of updated plan for monitoring and evaluation R7 project
- Task B: Development of updated plan for monitoring and evaluation consolidated malaria project
- Task C: Finalize template of reporting of malaria project indicators and progress reports from SSRs and SRS to PR

For task A and B, the consultant shall carry out the literature review, desktop review for providing technical background information for development of updated plan for monitoring and evaluation as required by GFATM.

For task B, the consultant shall assist PR in preparing and finalizing the reporting templates based on PR and malaria GF requirements.

**Duration of work:**

The Contractor is expected to complete the work and deliver the deliverables in a maximum of 4 months from the start date of contract.

**Detailed responsibilities:**

The responsibility of the consultant shall include:

- a. Literature review including latest GFATM, WHO and UNDP guidelines and protocols, desktop review, projects reports, in-depth interviews with key stakeholders such as PR and SRs.
- b. To update plan for monitoring and evaluation R7 project, consolidated malaria project and reporting templates.
- c. Ensure that the developed scopes of the work are compatible with the GFATM’s requirements.
- d. Fully consult with PR

**Output/Deliverable:**

The consultant is expected to submit the following reports/documents according to the table below:

<b>Date</b>	<b>Output/Deliverables</b>
End of August 2011	Updated plan for monitoring and evaluation of R7 malaria project
End of September 2011	Updated plan for monitoring and evaluation of consolidated malaria project
End of November 2011	Template for reporting malaria project progress and indicators

**Qualifications required:**

The consultant shall possess:

- MD and/or PHD degree in health related subjects
- Extensive backgrounds in health projects
- Extensive background with GFATM projects in Iran
- Strong knowledge of M&E requirements
- Effective working relationship with Ministry of Health
- Previous experience of working/collaboration with UN agencies and knowing their exigencies.
- Familiarity with latest version of the Iran's National Strategic Plan for Malaria elimination.
- Familiarity with GF malaria projects R7, R10 and consolidated project

**Direct supervision:**

The task(s) will be performed under direct supervision of UNDP Malaria Project Manager. The supervision of assistant(s) is the responsibility of consultant, as well as insuring that the assistant is not a member of the CCM, PR or SRS, for obvious conflict of interest.

**Verification:**

Compatibility of the contract implementation process and results as per the terms of reference defined here, will be verified by GFATM Malaria Project Manager in UNDP Iran.



**Letter of interest: Please write, in no more than one page, about your motivation and interest in this activity and its relevance to your qualifications and previous work experience as well as why you consider yourself suitable for the work. (Letter of Interest can be attached)**

Please list your similar previous activities in the field of Malaria and explain your familiarity with Iran's National Strategic Plan for Malaria elimination and with GF malaria projects R7, R10 and consolidated project (at least two cases).

1)

2)

**References:** Please provide the full names and contact details of two people (not related to you) or organizations/companies with whom/which you have had previous work experience. Please note that if selected, these referees will be contacted for the purpose of reference checking.

1) Full name of referee:

Position/occupation:

Telephone no. :

E-mail address:

2) Full name of referee:

Position/occupation:

Telephone no. :

E-mail address:

**Attachments:**

*Please attach following documents:*

- *CV/resume of the offeror*
- *Any other relevant documents including copy of contracts, publications, articles, etc*

*Other explanations:*

**Name and signature of the offeror**

**Name:**

**Signature:**

**Date:**

## Annex V

### Financial Proposal

The offeror is asked to provide a Financial Proposal with detailed cost breakdown and separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

In case of any equipment component to the service provided, the Financial Proposal should include figures for both purchase and lease/rent options. The UNDP reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

Price Proposal for Preparing and Finalizing monitoring and evaluation Malaria project plan for R7 and consolidated project and finalizing related reporting templates

	Description of Activity/Item	Total Price (IRR)
1.		
2.		
3.		
4.		
5.		
6.	<b>Other expenses</b>	
	<b>Total</b>	[ ..... ]

I acknowledge that I have read and understand the **Terms of Reference, and the General Terms and Conditions**, and will fully abide by **the required provisions and the timeframe**. I agree that **this proposal** will remain valid for **90 days from the date fixed for opening of Proposal** in the Cover Letter.

Signature:

Name:

Title:

Date: