



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

June 7, 2009

Dear Sir/Madam,

### **Subject: Request for Proposal for implementation of KAP (Knowledge, Attitude and Performance) study on TB**

You are invited to submit a proposal for holding and facilitating of the above workshops. To enable you to submit a proposal, attached are:

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

I would like to assure you that the information received from you will be kept confidential for the sole and internal consideration of UNDP. Please allow me to bring to your attention that UNDP reserves the right to disqualify your proposal from further evaluation if (1) you fail to submit the complete technical and financial proposal submission forms before the mentioned deadline; (2) the evaluation panel finds you not suitable for the assignment. In addition, kindly note that this inquiry contains no contractual offer of any kind and should not be regarded as an acceptance of any offer by the UNDP.

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

Your offer comprising of your CV, completed technical proposal and financial proposal (as per Annexes IV and V) along with all other supporting documents should be sent **in two separate** sealed envelopes marked "**implementation of KAP study on TB**" to the following address **no later than 12 noon of June 24, 2009 (Tir 3, 1388)**.

Procurement Unit  
United Nations Development Programme  
# 8 Shahrzad Blvd, Darous, Tehran – Iran

#### **Important notes:**

- Submissions received after the mentioned date will not be evaluated and will be returned to the Offeror un-opened.



- Submissions that do not include all requested documents mentioned in Item 7 of Annex I will not be evaluated.
- Your offer must be valid for at least 90 days.
- If you request additional information, please provide us with an official letter/fax. Telephone inquiries cannot be replied.
- The Offeror shall bear all costs associated with the preparation and submission of proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of solicitation

If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.

You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal.

Sincerely,  
Negar Arefi

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

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



## **Annex I**

### **Instructions to Offerors**

#### **A. Introduction**

##### **1. General**

The purpose of this Request for Proposal is implementing a nation-wide KAP Study among urban and rural population above 15 years old to determine knowledge, attitude, and practice about TB means of transmission, symptoms, treatment, and prevention methods.

##### **2. Cost of proposal**

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

#### **B. Solicitation Documents**

##### **3. Contents of solicitation documents**

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

##### **4. Clarification of solicitation documents**

A prospective Offeror requiring any clarification of the Solicitation Documents may notify the procuring UNDP entity in writing at the organization's mailing address or fax number indicated in the RFP. The procuring UNDP entity will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organization's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that 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/French/Spanish language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English/French/Spanish translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English /French /Spanish translation shall govern.

### 7. Documents comprising the technical and financial proposal

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

- (a) Proposal submission form (Completed, signed and stamped)
- (b) KAP Proposal form (Completed, **only signed and stamped on the first page**)
- (c) Resume of the Offeror (Main investigator)
- (d) Resume of Co-investigators

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

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

#### Note:

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

## **8. Proposal form**

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

## **9. Proposal prices**

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

## **10. Proposal currencies**

All prices shall be quoted in Iranian Rial.

## **11. Period of validity of proposals**

Proposals shall remain valid for sixty (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.

## **12. Format and signing of proposals**

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

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

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

## **13. Payment**

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

## D. Submission of Proposals

### 14. Sealing and marking of proposals

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

a. Inner Envelopes:

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

Please mark the two envelopes as follows:

- Technical proposal for “implementation of KAP study on TB”; Name and full address of the Offeror;
- All pages of submitted documents must be clearly marked and stamped with your name except the KAP Proposal Form which should only bear your name and signature on its first page.

b. The outer envelope

Your offer comprising of technical and financial proposals, in separate sealed inner envelopes, should be sealed in an outer envelope to reach the following address no later than **12 noon of June 24, 2009 (Tir3, 1388)**.to Address: # 8 (former 39) Shahrzad Blvd. Darrous, Tehran, Iran.

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

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

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

### 15. Deadline for submission of proposals

Proposals must be received by the procuring UNDP entity at the address specified under clause *Sealing and marking of Proposals* no later than day/hour, local time.

The procuring UNDP entity may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause

*Amendments of Solicitation Documents*, in which case all rights and obligations of the procuring UNDP entity and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

#### **16. Late Proposals**

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

#### **17. Modification and withdrawal of Proposals**

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

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

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

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

### **E. Opening and Evaluation of Proposals**

#### **18. Opening of proposals**

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

#### **19. Clarification of proposals**

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

#### **20. Preliminary examination**

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

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

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

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

## **21. Evaluation and comparison of proposals**

- A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared.
- Total obtainable score for each proposal is 100 of which 70 belongs to technical proposal and 30 to financial proposal (please see Annex VII for details of technical evaluation criteria)
- The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 70 points in the evaluation of the technical proposals (in other word, only the financial offers of the submissions whose technical proposal obtains 49 out 70 scores will be opened and evaluated).
- The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR) and completed KAP Proposal Template.
- In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the Contractor offering the lowest price.

## **F. Award of Contract**

### **22. Award criteria, award of contract**

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

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

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

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

**24. Signing of the contract**

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

**25. Performance security (Not applicable for this contract)**

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

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

**General Conditions of Contract**

**1. LEGAL STATUS**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis UNDP. The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

**2. SOURCE OF INSTRUCTIONS**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action which may adversely affect UNDP or the United Nations and shall fulfil its commitments with the fullest regard to the interests of UNDP.

**3. CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

**4. ASSIGNMENT**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

**5. SUB-CONTRACTING**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform with the provisions of this Contract.

**6. OFFICIALS NOT TO BENEFIT**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

**7. INDEMNIFICATION**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8. INSURANCE AND LIABILITIES TO THIRD PARTIES**

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

(i) Name UNDP as additional insured;

(ii) Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNDP;

(iii) Provide that UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article.

## **E. 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.

## **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.

## **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.

## **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.

**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.

**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

#### Implementing KAP Study

Work Plan Activity Code: O3SDA1A1

Sub-Recipient: Center for Disease Control, Ministry of Health

#### Main task:

In order to implement KAP (Knowledge, Attitude and Performance) study on TB, UNDP Iran, the Principal Recipient of the Global Fund project, is going to recruit a qualified consultant. The consultant is expected to work closely with Center for Communicable Disease Control (CDC), which is Sub-Recipient of the Global Fund project to Fight HIV/AIDS, TB and Malaria in Iran.

#### Goals:

- Implementing a nation-wide KAP Study among a sample of urban and rural population above 15 years old selected according to methodology proposed by the Consultant to determine knowledge, attitude, and performance about TB means of transmission, symptoms, treatment, and prevention methods.

#### Time and Period:

The consultant is expected to complete the study **5 months** after the beginning of the contract (Data gathering should be completed by the end of the 3<sup>rd</sup> month and the final report should be provided by the end of 5<sup>th</sup> month).

#### Location:

During implementing the study, the consultant might work at his/her own preferable location providing availability of smooth communication ways such as internet connectivity and telephone line. CDC must be informed about time and location of all activities related to this contract.

#### Direct Supervision:

Under the direct supervision of General Director of Center for Communicable Disease Control



(NTP) Manager

## **Detailed Responsibilities:**

The specific tasks are as follows:

1. Prepare a draft protocol in English providing the intended implementation process of the project in line with the submitted Proposal within one week from award of contract.
2. Holding preliminary meeting with CDC authorities to receive confirmation on the draft of the protocol no later than two weeks from award of contract. .
3. Prepare final version of the protocol in English in maximum of 2 pages mentioning the objectives and process of implementation within three weeks from award of the contract.
4. Provide a roadmap with a detailed conceptual work plan and timeline for the overall period of consultancy and its break-down containing a detailed Gantt chart for time and resources for all planned activities within three weeks after award of contract. This should be approved by the CDC.
5. Providing a standard questionnaire and obtaining CDC's approval within 1 month after award of contract.
6. Recruit and train sufficient number of staff (i.e an epidemiologist, a data analyst, data collection and data entry staff) according to the requirement of the final version of the protocol and the submitted proposal within two months from award of contract.
7. Data gathering and data entry within three months from award of contract
8. Data analysis and report generation within five months from award of contract.

**Note:** Data gathering data entry, data analysis, and report generation should be in accordance with the standard format for KAP Study and the final version of the protocol.

9. Providing monthly progress reports on status of all above activities from date of award of contract to CDC and UNDP.
10. Present two bound copies of the typed document in Farsi and English in an acceptable format in MS words as final deliverable; the final soft copy in both languages should also be delivered to CDC. Final report should be submitted before the end of fifth month from award of contract.

★ All of deliverable documents must be prepared according to CDC approved format.  
★ Consultant shall explicitly cite all references that have been used in the development of the deliverables of this contract and shall respect the national and international copyright and intellectual property rules and regulation. Copies of such references shall be attached to the final report

## **Output/Deliverables:**

- A proposal including specific objectives, materials and methods indicating sample size/sampling, data collection and analysis.



- ❑ A protocol providing the intended implementation process of the project in line with the submitted Proposal
  - ❑ Monthly reports on status of all activities relevant to responsibilities under this TOR.
  - ❑ Final report including an executive summary of activities as well as results and discussion/conclusion.

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

The consultant will be selected among eligible legal entities with the following Experiences:

- ❑ The consultant should demonstrate knowledge of the state-of-the-art methods and practices in the field of research;
- ❑ The consultant is expected to demonstrate knowledge and experience in conducting communicable disease surveys particularly TB.
- ❑ Experience in working with MoH and Universities of Medical Sciences in TB program;

Others:

- ❑ Strong analytical, presentation and writing skills in English is required.
- ❑ Experience in strategic management planning is a plus.

## **Payment and Remuneration Terms:**

- ❑ Full consideration for the complete and satisfactory performance of the services under the terms of this contract, will be paid according to the following timetable:
  - 40% of the total amount of the contract after recruitment and training of an epidemiologist, a data analyst as well as data collection, and data entry staff.
  - 25% of the total amount of contract after completion of data collection and data entry.
  - 35% of the total amount of the contract after completion of all responsibilities detailed in this TOR and submission of final report
- ❑ Payments in each step are subject to submission of supporting documents as required by UNDP/CDC including but not limited to monthly progress reports.
- ❑ NPD's final approval is a pre-requisite for UNDP's verification for making the payment
- ❑ The Consultant shall not do any work, provide any equipment, materials and supplies or perform any other services which may result in any cost in excess of the above mentioned amount.
- ❑ Payments will be made according to UNDP regulations as will be stipulated in the contract.
- ❑ .
- ❑ The contract payment expected to cover all costs including travel costs, fees, communication costs, costs of typing and preparing soft copies or any other contingent costs with regard to this activity

## **Verification:**



UNDP will require verification and approval of NPD on the deliverable(s) before processing remuneration.

### **Others:**

- ❑ All data gathered and produced under this contract and all deliverables of this contract are to be considered of propriety nature and the use, copy, publication and distribution of the entire or any portion of which, without the expressed written consent of CDC is strictly forbidden and may entail legal consequences.
- ❑ CDC will provide the consultant with all the relevant documents and support for implementation of the work.

**PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the documents of Request for Proposal, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide professional services for holding and facilitating [*insert number of workshops*] 3-day workshop(s) in [*insert name of city*] for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

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

We agree to abide by this Proposal for a period of 90 days from the date fixed for opening of Proposals in the Cover Letter of Request for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Dated this day /month .....of year .....

Signature

Name:

Title:

Date:

Duly authorised to sign Proposal for and on behalf of  
[*insert name of offeror*]

Note: Your name and signature should only be indicated on the first page.

TECHNICAL PROPOSAL TEMPLATE

**1. Name of the principal investigator and institutional affiliation:** (Instructions: if the principal investigator is not affiliated to the national control programme of the Ministry of Health, he/she should include a co-investigator from the relevant control programme in the research team.)

Last name:	First name(s)	Sex: M/F
Title:		
Occupation		

Full postal address of the Principal Investigator for official communication:

(Office and institutional address)

(Home)

Telephone (o):  
Telephone (h):  
Fax:

e-mail-1 (mandatory):	e-mail-2:	e-mail of the institution:
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**2. Name of co- investigators** (instructions: there is no limit to the number of co-investigators as long as their expertise covers the research area. But it is required to have at least one co-investigator with PhD degree in epidemiology)

2.1 Last name:	First name(s)	Sex: M/F
Title:		
Occupation		

Tel(o):	Tel (h):	e-mail:
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2.2 Last name:	First name(s)	Sex: M/F
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Title:		
Occupation		

Tel(o):	Tel (h):	e-mail:
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**3. Title of the project:** (Instructions: 30 words maximum, the title should be comprehensive, covering the main study objective(s) and study area)

Note: This template has been prepared based on aWHO publication and modified to the purpose of this Request for Proposal.

Note: Please do not put identifying marks on any of the pages except page 1

**4. Background:** (Instructions: Literature review of previous studies on the subject; and justification of the study by stating the problem and its public health importance)

Note: This template has been prepared based on a WHO publication and modified to the purpose of this Request for Proposal.

Note: Please do not put identifying marks on any of the pages except page 1

**5. Objectives of the study:**

**5.1 General objective:** (Instructions: state the goal you need to achieve)

**5.2 Specific objectives:** (Instructions: state the details of each objective that will finally lead to achievement of the goal)

1.

2.

3.

4.

5.

(others)

**5.3 Secondary objectives:** (Instructions: these are subsidiary objectives that could be studied during the course of the project but are not the main objectives of the study, they are optional and vary according to the type of the study)

**6. Materials and methods:** (Instructions: Describe the research methods that could best achieve the study objectives. These methods cover the items 6.1 to 6.7)

**6.1 Study area/setting:** (Instructions: describe the area or setting where the study will be conducted. This description should cover the details relevant to the study topic)

**6.2 Study subjects:** (Instructions: eligibility and exclusion criteria of the study subjects)

**6.3 Study design:** (Instructions: mention the type of study design eg cross-sectional, case-control, intervention study, etc..)

Note: This template has been prepared based on a WHO publication and modified to the purpose of this Request for Proposal.

Note: Please do not put identifying marks on any of the pages except page 1

6.4 Sample size: (Instructions: mention the input criteria for sample size estimation. This needs the expertise of an epidemiologist)

6.5 Sampling technique: (Instructions: mention the sampling technique that will be used in order to obtain a representative sample for your target population. This needs the expertise of an epidemiologist)

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Note: Please do not put identifying marks on any of the pages except page 1

## 6.6 Data Collection methods, instruments used, measurements

6.6.1 (Instructions: Describe the instruments used for data collection (questionnaire, observation recording form, etc.), and studied variables included in these instruments, as well as the methods used to test for the validity and reliability of the instrument)

6.6.2 (Instructions: Techniques used should be briefly described and referenced)

6.6.3 (Instructions: describe the quality control measures and good practices followed during the study implementation e.g GLP, GCP, etc..)

6.6.4 (Instructions: Study definitions (eg case definition) should be mentioned)

## 6.7 Data management and analysis plan:

(Instructions: Describe the analysis plan, tests used for data analysis and statistical package(s) used)

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Note: Please do not put identifying marks on any of the pages except page 1

**7. Implications of study results on disease control**

(Instructions: Expected results and potential contribution of the project to the relevant control programme)

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Note: Please do not put identifying marks on any of the pages except page 1

**9. Bibliographic references** (Instructions: mention at least 10 recent articles relevant to the study subject and enumerated according to their order of appearance in the text)

**10. Ethical Considerations:**

**10.1 Informed consent form** (Instructions: If needed, please attach extra documents)

**10.2 Institutional ethical clearance**

- o Do you have an ethical review board in your institution? Yes [ ] No [ ]
- o Institutional ethical clearance has been obtained for the study: Yes [ ] No [ ]

(Institutional ethical clearance and ethics approved informed consent should be amended in case of initial acceptance of the proposal during the preliminary screening of the proposals. In case there is no institutional ethical review board, the clearance of the Ministry of Health could be accepted. )

Note: This template has been prepared based on a WHO publication and modified to the purpose of this Request for Proposal.

Note: Please do not put identifying marks on any of the pages except page 1



<b>14. Budget (Please use the attached excel sheet to develop a detailed budget)</b>			
<b>Budget Breakdown</b>	<b>Unit cost (USD)*</b>	<b>Budget (USD)</b>	<b>Other Sources (USD)</b>
<b>Personnel *</b>			
<i>Total</i>			
<b>Supplies and Equipment</b>			
<i>Total</i>			
<b>Local Travel</b>			
<i>Total</i>			
<b>Training</b>			
<i>Total</i>			
<b>Others (please, specify and justify briefly)</b>			
<i>Total</i>			
<b>GRAND TOTAL</b>			

\* Unit cost of each task should be accurately given to allow proper budget evaluation.

Note: This template has been prepared based on a WHO publication and modified to the purpose of this Request for Proposal.

Note: Please do not put identifying marks on any of the pages except page 1

15. Other information (if needed, please add any other information):

16. Annexes: (Instructions: Data collection instruments, elaboration on methods and procedures to be used, etc..)  
(Please attach the related documents)

## Annex VI - Financial Proposal Template

**Note: Please structure your financial offer according to this template and based on your proposal**

### Costing for KAP survey

Budget Breakdown	Measurement unit	Quantities / units	Frequency	Unit cost (USD)
<b>Personnel</b>				
* One epidemiologist for design and conduct of survey	Recruitment of 1 part-time epidemiologist for 12 months	epidemiologist/month		
* One statistician for data analysis and report writing	Recruitment of 1 part-time statistician for 3 months	stastician/month		
* Data gathering ( <i>medical file review, follow up outcomes in prison or in public health</i> )	Payment for persons who collect data from the field	Questionnaire		
* Data entry	Payment for 1 person for data entry in computer	Questionnaire		
				<b>Subtotal</b>
<b>Supplies and Equipment</b>				
Printing questionnaires	Printing of questionnaire	Questionnaire		
				<b>Subtotal</b>
<b>Support for travel</b>				
Local Travel (support for local travel of interviewers)	Support for local travel for interviewers	Interviewer/day		
				<b>Subtotal</b>
<b>Training</b>				
Training				
<b>Costing for one-day training for facilitators</b>				
	Facilitators	Facilitator		
	Epidemiologist (above) as trainer	Epidemiologist		
	Administrator for training arrangement	Administrator		
	Stationery	Stationery		
	Food & beverage	Food & beverage		
	Miscellaneous	Miscellaneous		
				<b>Subtotal for Facilitators course</b>
<b>One day course in each province for interviewers</b>				
	Interviewer	Interviewer		
	Facilitator including accommodation	Facilitator		
	Administrator for training arrangement	Administrator		
	Stationery	Stationery		
	Food & beverage	Food & beverage		
	Miscellaneous	Miscellaneous		
				<b>Subtotal for one course</b>
				<b>Total for Facilitators course and provincial courses</b>
Unexpected expenses of project	Miscellaneous			
<b>GRAND TOTAL</b>				

Total (USD)

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## Annex VII – Technical Evaluation Criteria

Criteria	Total obtainable score	Minimal acceptable score
<b>1. Expertise of the Principal investigator (scored according to the received CV)</b>	<b>14</b>	-
1.1. Relevant academic education	5	-
1.2. Previously published articles relevant to this study	4	-
1.3. Experience in Tuberculosis Program	5	-
<b>2. proposal (scored according to categories in proposal submission form )</b>	<b>56</b>	-
2.1. Background	4	2
2.2. Objectives	4	2
2.3. Materials and Methods (consisting of 7 sub-categories same as proposal submission form headlines)	38	26
2.4. Implications of study result	2	-
2.5. References	2	-
2.6. Data collection instruments (questionnaire)	6	-

- Received documents will be assessed according to the above criteria. The proposer should secure at least 70% of the total obtainable score and acquire minimal acceptable score for criteria 2.1, 2.2 and 2.3 as it is shown in the above table.

## Annex VII

### PRICE PROPOSAL TEMPLATE

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

All prices/rates quoted must be exclusive of all taxes, since the UNDP is exempt from taxes as detailed in Section II, Clause 18. '

The Price Schedule must provide a detailed cost breakdown. Provide 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 an equipment component to the service provided, the Price Schedule 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 (Not applicable for workshop).

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

<b>Price Proposal for <u>one 3-day workshop in Tehran:</u></b>			
<b>Description of Activity/Item</b>	<b>Per person</b>	<b>Total per day</b>	<b>Total for three days</b>
<b>1.</b>	<b>Workshop Venue and facilities</b>		
	Venue		
	A/V and IT equipment		
	Lunch		
	Two refreshments (break)		
	Stationery and hand-outs		
<b>2.</b>	<b>Accommodation &amp; transportation</b>		
	Room and breakfast		
	Dinner		
	Transportation (between workshop venue and accommodation location, if needed)		
<b>3</b>	Lecturer		
<b>4</b>	<b>Any other relevant cost item required for arrangement of a workshop such as:</b>		
	Travel		
	Per Diem Allowances		

	Communications			
	Reproduction and Reports			
	Others			
	<b>Total</b>			[ .....] Total cost of one 3-day workshop
				x 4 = [.....] Total cost of four 3-day workshops

<b>Price Proposal for <u>one 3-day workshop in city [insert name of city]:</u></b>				
	<b>Description of Activity/Item</b>	<b>Per person</b>	<b>Total per day</b>	<b>Total for three days</b>
<b>1.</b>	<b>Workshop Venue and facilities</b>			
	Venue			
	A/V and IT equipment			
	Lunch			
	Two refreshments (break)			
	Stationery and hand-outs			
<b>2.</b>	<b>Accommodation &amp; transportation</b>			
	Room and breakfast			
	Dinner			
	Transportation (between workshop venue and accommodation location, if needed)			
<b>3</b>	Lecturer			
<b>4</b>	<b>Any other relevant cost item required for arrangement of a workshop such as:</b>			
	Travel			
	Per Diem Allowances			
	Communications			
	Reproduction and Reports			
	Others			
	<b>Total</b>			[ .....] Total cost of one 3-day workshop

Note: If offeror submit proposal for more than one city, the technical and financial proposal of each city should be submitted in **a separate package with proper marking** the envelopes as instructed in Section D of Annex I.

Signature and stamp:

Name:

Title:

Date:

On behalf of [please insert the name of offeror]