

# United Nations Development Programme



## REQUEST FOR PROPOSAL (RFP)

Date: 21 August 2022

Dear Sir/Madam,

We kindly request you to submit your proposal on “Community-based Organizations' Institutional Capacity Building for Covid-19 and HIV Control in key populations”.

Please be guided by the form attached hereto as Annex II, in preparing your Proposal. Your Proposal must be expressed in English, and valid for a minimum period of 90 days.

Proposals may be submitted on or before Sunday, September 04, 2022 (proposals cannot be received after 16:30 Tehran local time) and via below email address:

[bid.ir@undp.org](mailto:bid.ir@undp.org)

**Please note that the subject of your submission email should be ONLY:**

**IRNUNDP22056**

**Using any other subject for your email will result in disqualification of your proposal by UNDP automated emailing system.**

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty-five percent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies

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that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex III.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. 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:

<https://www.undp.org/content/undp/en/home/procurement/business/protest-and-sanctions.html>

UNDP encourages to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link:

[https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/cond\\_uct\\_english.pdf](https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/cond_uct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

DocuSigned by:

Nazli Alavi

Nazli Alavi

Head of Procurement

Enclosed Documents:

- Annex I, Description of Requirements
- Annex II, Forms for Submitting Service Provider's Proposal
- Annex III, General Terms and Conditions for Services
- Annex IV, Terms of Reference

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## Annex I Description of Requirements

|  |   |
|--|---|
| Context of the Requirement                 | <p>The United Nations Development Program (UNDP) Iran country office as the Principal Recipient (PR) works with the Country Coordinating Mechanism (CCM) and three Sub-recipients (SRs) in implementing, monitoring, and evaluating the GF supported project in Iran. The SRs are the Centre for Communicable Disease Control of the Ministry of Health and Medical Education (CDC), Welfare Organization (WO), and Iranian Prisons Organization (PO).</p> <p>In continuity with the activities conducted in the past years through Global Fund projects, one of the main goals of WO is to improve HIV prevention, treatment, and care activities with a special focus on HIV testing uptake along with harm reduction services in service provision centres such as DICs, shelters, mobile centres, and harm reduction centres.</p> <p>The pandemic of COVID-19 affected the health service provision from many perspectives, however, the above-mentioned specialized centres for provision of services to the target population were open and maintained their services during COVID-19 pandemic and in some areas, there were some innovative activities in order to maintain access to marginalized people such as improving outreach activities and using mobile centres (mobile vans). Thus, in preparing for such a crisis the collected data revealed a reduction in service use even though the service delivery centres were kept open. Although this reduction in service use could have occurred because of the transportation restrictions and lockdowns, it is important to explore the impact of the COVID-19 outbreak on services. However, there have been some reports indicating that local and community groups could have better access to key populations and support the national response in providing services during the pandemic or other similar emergency situations. At the community level, stakeholders can have faster and more appropriate reactions and interventions to their problems according to their situation and local and cultural characteristics.</p> <p>Thus, in order to be more prepared for such crises and events, the designing and planning of the response projects should be based on the local capacity and their specifications. This requires the full involvement of the community and local institutions. Facilitating this deep and "real" involvement can be achieved by training the voluntary institutions and communities and supporting their projects.</p> |
| Implementing Partner of UNDP               | Welfare Organization  |
| Brief Description of the Required Services | The overall goal of this initiative is to deliver, through NGOs and CBOs, locally tailored COVID19 and HIV-sensitive  |

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|   | communications and community engagement activities in the selected communities of key populations. The intent is to set and evaluate interventions (such as promoting awareness about the pandemic and about effective measures to respond at community and household levels) while contributing to the adoption of new, and potentially lifesaving, behavioural practices among vulnerable populations.  |
| List and Description of Expected Outputs to be Delivered                                  | <ul style="list-style-type: none"> <li>- To develop an educational package for the community project designing for CBOs</li> <li>- To facilitate the mobilization and implementation phase of community projects</li> <li>- To train CBOs for developing a proposal (based on need assessment and situational analysis), implementing, monitoring, and evaluating that at the community level</li> <li>- To manage the process of absorbing the resources</li> <li>- To develop the final report that consists of all the steps of the community project as well as adaptations and innovative interventions to address the identified challenges and barriers.</li> <li>- To develop appropriate recommendations to mitigate the consequences of similar potential emergencies/outbreaks.</li> </ul> <p>For further information, please see Annex IV, Terms of Reference</p> |
| Person to Supervise the Work/Performance of the Service Provider                          | <ul style="list-style-type: none"> <li>- Welfare Organization National Project Director</li> <li>- UNDP Iran's Global Fund Unit</li> </ul>  |
| Frequency of Reporting  | Please see Annex IV, Terms of Reference   |
| Progress Reporting Requirements   | Updates on the progress of the activities   |
| Location of work  | Contractor's own location with having travels to two provinces as stipulated in Annex IV, Terms of Reference  |
| Expected duration of work   | Six months  |
| Target start date of Contract   | October 2022  |
| Latest completion date of Contract  | End-March 2023  |
| Travels Expected  | Yes   |
| Special Security Requirements   | Not Applicable  |
| Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)            | Not Applicable  |
| Implementation Schedule indicating breakdown and timing of activities/sub-activities      | Required  |
| Names and curriculum vitae of individuals who will be involved in completing the services | Required  |
| Currency of Proposal  | IRR   |

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| Value Added Tax on Price Proposal   | Must be inclusive of VAT and other applicable indirect taxes   |
| Validity Period of Proposals<br>(Counting for the last day of submission of quotes)                       | 60 days<br>In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.   |
| Partial Quotes  | Not permitted  |
| Payment Terms   | Instalments as per Annex IV, TOR   |
| Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment | WO and UNDP  |
| Type of Contract to be Signed   | Professional Service Contract  |
| Criteria for Contract Award   | <ul style="list-style-type: none"> <li>• Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%.</li> <li>• Full acceptance of the UNDP Contract General Terms and Conditions (GTC).</li> </ul>   |
| Criteria for the Assessment of Proposal   | <p><b><u>Technical Proposal (70%)</u></b></p> <ul style="list-style-type: none"> <li>• Expertise of the Firm - 30%</li> <li>• Action Plan – 30%</li> <li>• Qualification of Key Personnel – 40%</li> </ul> <p><b><u>Financial Proposal (30%)</u></b></p> <p>Financial offer will be considered for evaluation only if the technical score of proposal obtains 70% of total technical score</p> |
| UNDP will award the contract to:  | One and only one Service Provider  |
| Annexes to this RFP   | Form for Submission of Proposal (Annex II)<br>General Terms and Conditions / Special Conditions (Annex III) <sup>1</sup><br>Detailed Terms of Reference (Annex IV)   |

<sup>1</sup>Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

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| Contact Person for Inquiries<br>(Written inquiries only) <sup>2</sup> | <p>Focal Person in UNDP:<br/>Procurement Unit<br/>Address:<br/>No. 8 Shahrzad Blvd, Darrous, Tehran – Iran<br/>Fax No.: +98 21 - 22 86 95 47<br/>E-mail address dedicated for this purpose:<br/><a href="mailto:procurement.ir@undp.org">procurement.ir@undp.org</a></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p> |
| Other Information <i>[pls. specify]</i>                               | <p>Your offer comprising of complete and signed technical and financial proposals should be sent to UNDP email address:<br/><br/><a href="mailto:bid.ir@undp.org">bid.ir@undp.org</a></p> <p><b>The subject of your submission email should be ONLY:</b><br/><br/><b><u>IRNUNDP22056</u></b></p> <p><b>Using any other subject for your email will result in disqualification of your proposal by UNDP automated emailing system.</b></p>  |

<sup>2</sup>This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

**Please note that the subject of your submission email should be ONLY:**

**IRNUNDP22015**

## **Annex II**

### **FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>3</sup>**

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>4</sup>)*

[insert: Location].

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated 21 August 2022 and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

#### **A. Qualifications of the Service Provider**

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:*

**Item A-a: Profile** – Please describe the nature of business, field of expertise, licenses, certifications, accreditations and procedure of decision making;

**Item A-b: Business Licenses** – Please submit the Registration Papers, etc. and complete Item A-b;

**Item A-c: Latest Financial Statement** – Please attach the income statement and balance sheet to indicate your financial stability, liquidity, credit standing, and market reputation, etc. and list the attached documents in the following Item A-c;

**Item A-d: Track Record** – List of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references. Please use Item A-d as a guide to provide the requested information;

**Item A-e: Written Self-Declaration** – Please note that by completing the following item A-e you declare that your company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

#### **Item A-a**

##### **Profile of the Firm/Organization**

- Full name of organization (in Farsi):
- Full name of organization (in English):
- Central office address:
- Tel No:
- Fax No:
- E-mail:
- Website:

<sup>3</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>4</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes.





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

**Item A-c**

**Latest Financial Statement:** Please attach your income statement and balance sheet to indicate your financial stability, liquidity, credit standing, and market reputation, etc. and list the attached documents in the following

**Item A-d**

**Track Record and Experiences:** Provide list the similar past experiences of your organization within the last ten years which are related or relevant to those required for this contract.

| Client | Contract’s Scope | Contract Value, if possible | Start Date | End Date | References Contact Details (Name, Phone, Email) |
|--------|------------------|-----------------------------|------------|----------|---|
|        |                  |                             |            |          |   |
|        |                  |                             |            |          |   |
|        |                  |                             |            |          |   |
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- Please explain your organization’s experience in social projects or social research.

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- Please explain your organization's experience of working with HIV key population.
- Please explain your organization's experience in community-based projects or research.

#### **Item A-e**

##### **Written Self-Declaration**

Hereby I declare that my company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

(Please note that by completing and signing this proposal you declare and confirm that your company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.)

#### **B. Proposed Methodology for the Completion of Services**

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*  
**(please fill Item B)**

#### **Item B**

##### **Proposed Methodology for the Completion of Services**

Please explain your methodology and approach for carrying out the activities and obtaining the expected outputs.

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

Please develop an action plan with steps and timeframe for activities to be conducted by your organization including coordination with other organizations required for implementation of the work.

Example:

| Steps | Involved entities<br>(if applicable) | Timeframe | Responsible entity/individual<br>(if applicable) |
|-------|--------------------------------------|-----------|--|
|       |                                      |           |  |
|       |                                      |           |  |
|       |                                      |           |  |
|       |                                      |           |  |

**C. Qualifications of Key Personnel**

*Please provide:*

- Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- CVs of the key personnel that will perform the services which demonstrates qualifications; and*
- Written confirmation from each personnel that they are available for the entire duration of the contract. Please include the following sentence at the end of each individual's CV to be signed by the nominated member.*

*"I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement"*

**Item C-a**

**CV of individual(s) to be assigned as Focal Point for the work of this contract (for minimum requirements please see TOR) - please use similar template for all introduced staff, if applicable.**

**1. Name of Firm/Organization:**

**2. Full Name of individual:**

**3. Date of Birth:**

**4. Nationality:**

**5. Education:**

**6. Countries of Work Experience:**

**7. English Proficiency (for team leader) [Please indicate proficiency: good, fair, or poor in speaking, reading, and writing]:**

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

**9. Employment Record and previous experiences** [*Starting with present position, list in reverse order every employment held by individuals since graduation relevant to the work of this work, giving for each employment (see **Attachment A**): dates of employment, name of employing organization, positions held.*]

**10. Relevant Experiences** [*Please provide additional information other than the above employment record on below required experiences*]

- Any experience in conducting research or projects in the fields of community-based programs for public health or one of the following fields: HIV, addiction, and social issues;
- Any experience in writing academic, technical, or official reports;
- Familiarity with community-based projects and/or HIV and covid-19 prevention services in WO;
- Experience in the usage of computers and office software packages (MS Word, Excel, etc.) and knowledge of spreadsheet and database package;
- Experience in working with people who use drugs;
- Having a published book on community-based related topics.

**Please note that the subject of your submission email should be ONLY:**

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### **Financial Proposal**

The Financial Proposal should align with the requirements in the Terms of Reference and the Bidder's Technical Proposal.

**Table 1: Summary of Overall Prices**

|  | <b>Amount(s) -IRR</b> |
|--|-----------------------|
| Professional Fees (from <u>Table 2</u> )         |                       |
| Travel Costs (from <u>Table 3</u> )              |                       |
| Value Added Tax (VAT)                            |                       |
| <b>AI-Inclusive Amount of Financial Proposal</b> |                       |

**Table 2: Breakdown of Professional Fees**

| <b>Name</b>  | <b>Position</b> | <b>Fee Rate/day<br/>IRR</b> | <b>No. of<br/>Days</b> | <b>Total Amount<br/>IRR</b> |
|--|-----------------|-----------------------------|------------------------|-----------------------------|
|  |                 | <i>A</i>                    | <i>B</i>               | <i>C=AXB</i>                |
| Technical Team<br><i>(Please indicate the position of other team members if you have considered any – you can add/remove rows for team members to fit your technical proposal)</i> | Focal Person    |                             |                        |                             |
|  | Team Member 1   |                             |                        |                             |
|  | Team Member 2   |                             |                        |                             |
|  | Team Member 3   |                             |                        |                             |
| <b>Subtotal Professional Fees:</b>   |                 |                             |                        |                             |

**Table 3: Breakdown of Travel costs required for all deliverables**

| <b>Description</b>   | <b>Quantity</b> | <b>Unit Price (IRR)</b> | <b>Total Amount (IRR)</b> |
|--|-----------------|-------------------------|---------------------------|
| Cost of transportation for personnel for <b>Tehran</b> field visit<br>Note: Tehran is being considered as duty station.<br><i>(Please indicate the number of travelers, required number of visits to complete the deliverables and mode of travel)</i> |                 |                         |                           |
| Daily Subsistence Allowance for Tehran field visit, applicable only if the contractor's location/site is out of Tehran   |                 |                         |                           |
| Accommodation of Personnel in Tehran during field Visits, applicable only if the contractor's location/site is out of Tehran   |                 |                         |                           |
| Cost of tickets/transportation for personnel for <b>Kerman</b> field visit<br><i>(Please indicate the number of travelers,</i>   |                 |                         |                           |

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| <i>required number of visits to complete the deliverables and mode of travel)</i>   |  |  |  |
| Daily Subsistence Allowance for Kerman field visit, if applicable   |  |  |  |
| Accommodation of Personnel in Kerman during field Visit, if applicable  |  |  |  |
| Cost of tickets/transportation for personnel for <b>Kermanshah</b> field visit<br><i>(Please indicate the number of travelers, required number of visits to complete the deliverables and mode of travel)</i> |  |  |  |
| Daily Subsistence Allowance for field visits  |  |  |  |
| Accommodation of Personnel during field Visits  |  |  |  |
| <b>Subtotal of Travel Costs</b>   |  |  |  |

**Table 4. Cost Breakdown per Deliverable\***

| <b>No.</b>                                 | <b>Deliverables</b>   | <b>Percentage of Total Price</b> | <b>All-Inclusive Price (IRR)</b> |
|--|---|----------------------------------|----------------------------------|
| 1  | Report of the literature reviews and the project protocol   | 35%                              |                                  |
| 2  | First draft (pre-final) report of the training workshops, proposal development, proposal selection, and monitoring of the project process.    | 30%                              |                                  |
| 3  | Final report of the project results and recommendations. Data analysis and revised protocol and materials based on experiences in the project | 35%                              |                                  |
| <b>Total Amount of Offered Price - IRR</b> |   | <b>100%</b>                      |                                  |

*\* This table shall be used as the basis of the payment tranches.*

*[Name and Signature of the Service Provider's  
Authorized Person] [Designation]  
[Date]*

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## **Annex III**

### **General Terms and Conditions for Services**

#### **1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (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.

#### **2.0 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 that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

#### **3.0 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.

#### **4.0 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.

#### **5.0 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 to the provisions of this Contract.

#### **6.0 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.

#### **7.0 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,

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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.

### **8.0 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 the 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:
  - 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the 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 the UNDP with satisfactory evidence of the insurance required under this Article.

### **9.0 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 the 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.

### **10.0 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



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shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the 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 Contractor has developed for the 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 Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** 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 Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the 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.

### **12.0 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 United Nations in connection with its business or otherwise.

### **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

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- 13.1** The recipient (“Recipient”) of such information shall:
- 13.1.1** 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,
  - 13.1.2** use the Discloser’s Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
- 13.2.1** any other party with the Discloser’s prior written consent; and,
  - 13.2.2** the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
    - 13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
    - 13.2.2.2** any entity over which the Party exercises effective managerial control; or,
    - 13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** 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.
- 13.6** 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.

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### 14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** 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 the 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 the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the 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.
- 14.2** 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, the 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.
- 14.3** 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.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays 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.

### 15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), 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.
- 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, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these

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conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## 16.0 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 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:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party 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.

## 17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

## 18.0 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

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Contractor shall immediately consult with the 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 the UNDP before the payment thereof and the 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 the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19.0 CHILD LABOUR**

- 19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development.

- 19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **20.0 MINES:**

- 20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

- 20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## **21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

## **22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate

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measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

### **23.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.



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## Annex IV Terms of Reference (TOR) **COVID-19 CSS: Community-based organizations' institutional capacity building for covid-19 and HIV control in key populations.**

### **Background:**

The project titled "Community and institution-led programs for covid-19 and HIV control in key populations" is funded by the Global Fund's C19RM project. The partnership with the Global Fund started with an HIV grant in 2005 to strengthen surveillance and monitoring, disseminate information about HIV, reduce HIV risk and vulnerability, and improve access to quality care and treatment which has been continuing. The COVID-19 pandemic is having a catastrophic impact on the most vulnerable communities worldwide and threatens progress against HIV, TB and malaria. Similarly, all programs have been impacted due to the shift of resources in the health and social sector to respond to the Coronavirus outbreak therefore in 2020, the Global Fund Board approved a new response mechanism to support countries to respond to COVID-19 and mitigate the impact on programs to fight HIV, TB, malaria and systems for health. As the COVID-19 pandemic continued to have a devastating impact on global health systems and communities, the Global Fund continued its C19RM, in 2021 called C19RM-2021 which includes requests for funding for three priority areas: Covid-19 control and containment interventions, Covid-19 related risk mitigation measures, expanded reinforcement of key aspects of health and community systems. Under this mechanism, Iran's proposal with a total amount of about 6 million USD was approved by the Global Fund in late August 2021 with the immediate start of activities to minimize COVID impacts.

The United Nations Development Program (UNDP) Iran country office as the Principal Recipient (PR) works with the Country Coordinating Mechanism (CCM) and three Sub-recipients (SRs) in implementing, monitoring, and evaluating the GF supported project in Iran. The SRs are the Centre for Communicable Disease Control of the Ministry of Health and Medical Education (CDC), Welfare Organization (WO), and Iranian Prisons Organization (PO).

In continuity with the activities conducted in the past years through Global Fund projects, one of the main goals of WO is to improve HIV prevention, treatment, and care activities with a special focus on HIV testing uptake along with harm reduction services in service provision centres such as DICs, shelters, mobile centres, and harm reduction centres.

The pandemic of COVID-19 affected the health service provision from many perspectives, however, the above-mentioned specialized centres for provision of services to the target population were open and maintained their services during COVID-19 pandemic and in some areas, there were some innovative activities in order to maintain access to marginalized people such as improving outreach activities and using mobile centres (mobile vans). Thus, in preparing for such a crisis the collected data revealed a reduction in service use even though the service delivery centres were kept open. Although this reduction in service use could have occurred because of the transportation restrictions and lockdowns, it is important to explore the impact of the COVID-19 outbreak on services. However, there have been some reports indicating that local and community groups could have better access to key populations and support the national response in providing services during the pandemic or other similar

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emergency situations. At the community level, stakeholders can have faster and more appropriate reactions and interventions to their problems according to their situation and local and cultural characteristics.

Thus, in order to be more prepared for such crises and events, the designing and planning of the response projects should be based on the local capacity and their specifications. This requires the full involvement of the community and local institutions. Facilitating this deep and "real" involvement can be achieved by training the voluntary institutions and communities and supporting their projects.

The overall goal of this initiative is to deliver, through NGOs and CBOs, locally-tailored COVID19 and HIV-sensitive communications and community engagement activities in the selected communities of key populations. The intent is to set and evaluate interventions (such as promoting awareness about the pandemic and about effective measures to respond at community and household levels) while contributing to the adoption of new, and potentially life-saving, behavioural practices among vulnerable populations.

To this end, UNDP-Iran requires the services of an institution to design, implement and report this project in collaboration with WO and SIP.

### **Objectives:**

This consultancy assignment aims to fulfil the following objectives:

1. To develop an educational package for the community project designing for CBOs
2. To facilitate the mobilization and implementation phase of community projects
3. To train CBOs for developing a proposal (based on need assessment and situational analysis), implementing, monitoring, and evaluating that at the community level
4. To manage the process of absorbing the resources
5. To develop the final report that consists of all the steps of the community project as well as adaptations and innovative interventions to address the identified challenges and barriers.
6. To develop appropriate recommendations to mitigate the consequences of similar potential emergencies/outbreaks.

### **Methodology:**

**This is a mixed-method project and employs the following methodologies:**

1. Literature and desk review;
2. Participatory management and community development methods such as community research, community education, community organizing, community mobilization, and advocacy, and community planning. Community research entails gathering all information and deeper investigation into community issues;
3. Qualitative and quantitative analysis of the collected data.

### **Duration:**

The contract starts in Oct 2022 and continues till end of March 2023 during a six-month contract.



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### Location:

Home-based and as required, the contractor should visit Drop-in Centers, harm reduction stations, outreach teams, mobile centers, women centers (CDC) in Tehran (as duty station), and two other provinces. It is expected to review the implementation progress with the WO focal point at least once a month.

| Provinces  | Expected number of stay Days   |
|------------|--------------------------------|
| Kerman     | Maximum six days (five nights) |
| Kermanshah | Maximum six days (five nights) |

### Direct Supervision:

- Under the general supervision of the UNDP GF Unit, the contractor shall work under the direct supervision of the Prevention deputy in WO - National Project Director.
- The contractor will regularly update WO and UNDP on the progress of the study. WO will review and approve reports. The pre-final report needs to be presented to selected experts and stakeholders prior to submission to UNDP GF Unit by WO.

### Detailed responsibilities:

The contractor is expected to work in close collaboration and coordination with WO and UNDP country office in Iran to conduct the following tasks:

- Conduct a literature review and explore the relevant best practices.
- Develop a project protocol that includes methodology of the project, required tools (including outline of the training and lesson plans), project format for the CBOs, selection criteria, and other relevant documents.
- Conduct field visits to different centers; in 3 provinces including Tehran (duty station).
- Manage the selection process of 10 communities of key populations in 3 provinces based on agreed criteria in close collaboration with WO and UNDP.
- Facilitate forming the team of volunteers and key persons as administrative teams in the community and train the teams for designing projects, developing proposals (based on need assessment and situational analysis), implementing, monitoring, and evaluating at the community level
- Supervise and monitor the process and reporting monthly and collect data according to the proposed methodology and by using the required tools.
- Conduct analysis and interpretation of the collected data and information.
- Provide recommendations to address the gaps to improve the program.
- Conduct a one-day consultative workshop (online) for presenting and verifying findings and recommendations in the presence of stakeholders and technical experts.
- Finalize the report and recommendations based on the experts' and stakeholders' recommendations including the process and learned lessons

**NOTE:** WO will make the relevant arrangements for easier access to the proposed centers and communities

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### Deliverable:

The contractor is expected to complete and submit the following reports/documents to WO and UNDP:

- *First Report: Report of the literature reviews and the project protocol*
- *Second Report: First draft (pre-final) report of the training workshops, proposal development, proposal selection, and monitoring of the project process.*
- *Third Report: Final report of the project process & results and recommendations including the report of the consultative meeting with experts.*

During the process of the project, the contractor should have biweekly meetings with WO focal point to report and discuss the challenges and advancements in conducting the project.

**NOTE:** All documents and deliverables will be developed in Farsi with a summary report in English.

### Verification:

Compliance of the contract implementation processes and its results with these Terms of Reference will be verified by WO and UNDP.

### Terms of Payment/Remuneration:

As full consideration for the services performed by the contractor under the terms of this agreement, the United Nation Development Program shall pay the contractor the total offered and approved amount in instalments as set below, upon certification of WO and UNDP that the services have been completely and satisfactorily performed.

| Output/Deliverables  | Target Date    | Amount (IRR) |
|--|----------------|--------------|
| <i>First Report: Report of the literature reviews and the project protocol</i>   | End Oct. 2022  | 35%          |
| <i>Second Report: First draft (pre-final) report of the training workshops, proposal development, proposal selection, and monitoring of the project process.</i>   | End Dec. 2022  | 30%          |
| Third Report: Final report of the <i>project</i> results and recommendations. Data analysis and revised protocol and materials based on experiences in the project | End March 2023 | 35%          |

- The contract's total payment is expected to cover travel and communication costs, costs of typing and preparing the soft and hard copies of documents and any other relevant costs regarding this activity.
- Upon receiving and verification of deliverables, payments will be transferred by UNDP to the account number of the contractor introduced through an official letter indicating SHEBA (شبا) identification number.

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- Payments will be made according to UNDP regulations as explained in the contract documents.
- Each payment will be made in Iranian Rial within 30 days from receipt of UNDP's verification and payment request
- Confirmation of WO's National Project Director on delivery by the contractor, and acceptance by the WO and UNDP of all the final deliverables is prerequisite to the final payment.

### **Qualification, Experience, and Other Requirements for Organization:**

#### **Mandatory:**

- The institution should have at least 5 years of experience in social projects or social research.
- Proved experience in working with HIV key populations.
- The institution should introduce a qualified focal point.

#### **Desirable:**

- Experience in community-based projects or research is an asset.

### **Qualification, Experience, and Other Requirements for the focal point:**

#### **Mandatory:**

- Advanced degree (at least master's degree) in sociology, psychology, social work, epidemiology, health and medicine (including MD)
- More than five years of experience in conducting research or projects in the fields of community-based programs for public health or one of the following fields: HIV, addiction, and social issues.
- Proven experience in writing academic, technical, or official reports.
- Familiarity with community-based projects and/or HIV and covid-19 prevention services in WO
- Experience in the usage of computers and office software packages (MS Word, Excel, etc.) and knowledge of spreadsheet and database package

#### **Desirable:**

- Experience in working with people who use drugs is a plus
- Having a published book on community-based related topics is a plus