

#### **REQUEST FOR PROPOSAL (RFP)**

Date: 22 August 2022

Dear Sir/Madam,

We kindly request you to submit your Proposal to undertake three 3-day capacity building workshops, each for 30 staff of Drop-in Centers (DICs) in Welfare Organization.

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 Monday, September 05, 2022 (<u>proposals cannot be received after 16:30 Tehran local time</u>) and via below email address:

#### bid.ir@undp.org

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

#### IRNUNDP22053

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 per cent (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



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:

http://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/unscc/conduct\_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Youssef Landols

Youssef Landols

Operations Manager

—bs NA

#### **Enclosed Documents:**

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



#### Annex I Description of Requirements

Context of the Requirement	The project titled "Enhancement of National HIV Response with Focus on Target Beneficiary Groups in line with the fifth National Strategic Plan (5th NSP) 2020-2024" is funded by the Global Fund's New Funding Model (NFM) program for HIV and building resilient and sustainable systems for health (RSSH). In continuity with the activities conducted in the past years, the main goal of WO in this project is to improve scale up of differentiated HIV testing services and expansion of HIV prevention services for key population (People Who Inject Drugs (PWIDs), High Risk Behavior Women Affected by HIV (HRBW) and Transgender People (TGs) with special focus on optimization of testing, harm reduction services, quality of HIV prevention services in WO centres; improve of its monitoring system; and enhancement of access of TGs (transgender) to HIV services.  According to the 5th National Strategic Plan (2020-2024), TGs, like other HIV key population, are entitled to the right of receiving HIV prevention, care and treatment services, Public Health services, psychosocial support and professional assistance. However, despite the legal rights of Transgenders in Iran to change their identity and to take sex reassignment surgery, they are presumably considered as one of the HIV at-risk target groups who have not yet been programmatically and operationally addressed in HIV Control Program.
Implementing Partner of UNDP  Brief Description of the Required Services	State Welfare Organization (WO)  To improve the knowledge and skills of service providers in DICs, mobile clinics and outreach teams who are active in the field of harm reduction and mobile service delivery approach by focus on key population including IDU, HRBWs and TGs.
List and Description of Expected Outputs to be Delivered	For more details, please see attached Annex IV.  Organizing and facilitating 3-day capacity building workshop, each for 30 staff of Drop In Centers (DICs) in Welfare Organization:  - Printing of requested items specified in the section of "Detailed Responsibilities".  - Organizing three 3-day workshop in Sari, Bandar Abbas and Tehran within the allotted period of time;  - Submitting the financial Report (consist of original invoices) to the UNDP within two weeks after completion of the workshops.  - Submitting workshop reports (English and Persian) to the
Person to Supervise the	UNDP within two weeks after completion of each workshop Submitting the actual/original invoices of all insured costs.  Head of Office of Development and Intervention, State Welfare

No. 8, Shahrzad Blvd, Darrous, 1948773911 Tehran, I.R. Iran (P.O. Box 15875-4557) Tel: (98 21) 2286 0691-4, 286 0925-8, Fax: (98 21) 22869547, Email: registry@undp.org, website: www.ir.undp.org



Frequency of Reporting	Please see Annex IV, Terms of Reference
Progress Reporting Requirements	Updates on the progress of the activities
Location of work	Sari, Bandar Abbas and Tehran cities
Expected duration of work	Approximately six months
Target start date of Contract	Early October 2022
Latest completion date of Contract	End March 2023
Travels Expected	Required
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	Local Currency- Iranian Rial
Value Added Tax on Price Proposal	Must be inclusive of VAT and other applicable indirect taxes
	60 days
Validity Period of Proposals (Counting for the last day of submission of quotes)	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 TOR
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Head of Office of Development and Intervention, State Welfare Organization and UNDP Iran.
Type of Contract to be Signed	Institutional Service Contract
Criteria for Contract Award	<ul> <li>Lowest financial offer of technically qualified Proposals</li> <li>Full acceptance of the UNDP Contract General Terms and Conditions (GTC).</li> </ul>
Criteria for the Assessment of Proposal	<ul> <li>Technical Proposal (100%)</li> <li>Expertise of the Firm 60%</li> <li>Methodology, Action Plan and challenges 20%</li> <li>Qualification of Key Personnel – 20%</li> </ul>

No. 8, Shahrzad Blvd, Darrous, 1948773911 Tehran, I.R. Iran (P.O. Box 15875-4557) Tel: (98 21) 2286 0691-4, 286 0925-8, Fax: (98 21) 22869547, Email: registry@undp.org, website: www.ir.undp.org



	Financial offer will be considered for evaluation only if the technical score of proposal obtains 70% of total technical score
UNDP will award the contract to:	One and only one Service Provider
Annexes to this RFP	Form for Submission of Proposal (Annex II) General Terms and Conditions / Special Conditions (Annex III) Detailed Terms of Reference (Annex IV)
Contact Person for Inquiries (Written inquiries only) <sup>2</sup>	E-mail address dedicated for this purpose:  procurement.ir@undp.org  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.
Other Information [pls. specify]	Your offer comprising of complete and signed technical and financial proposals should be sent to UNDP email address:  bid.ir@undp.org  The offerors shall submit their offer for all mentioned areas, complying with the requested criteria and requirements.

-

<sup>&</sup>lt;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.

<sup>&</sup>lt;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.

No. 8, Shahrzad Blvd, Darrous, 1948773911 Tehran, I.R. Iran (P.O. Box 15875-4557) Tel: (98 21) 2286 0691-4, 286 0925-8, Fax: (98 21) 22869547, Email: registry@undp.org, website: www.ir.undp.org

#### IRNUNDP22053

#### 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 Monday, August 22, 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.

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

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

No. 8, Shahrzad Blvd, Darrous, 1948773911 Tehran, I.R. Iran (P.O. Box 15875-4557) Tel: (98 21) 2286 0691-4, 286 0925-8, Fax: (98 21) 22869547, Email: registry@undp.org, website: www.ir.undp.org

#### IRNUNDP22053

#### 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:
Name of General Manager:  Name of General Manager:
Name of Chair of Board of Directors/Trustees:  Output  Directors/Trustees:
Summary of Goals and Mission of Organization:
• Structure of the organization, number of staff including all administrative bodies, core areas of expertise and experience:
Item A-b
Legal and Registration Information:
Please attach the registration certificates of firm/organization.
Organization's year of establishment (سال شروع فعاليت):
Organization's official registration date (سَال ثبت رَسَمَى):
• Please specify under which of the following modalities/organizations the entity is registered:
O Ministry of Interior Office as a Non- governmental/non- profit organization ثبت در وزارت)
:کشور
O Youth national organization ( ثبت در سازمان ملی جوانان :
O Office of registration of companies and industrial ownership اداره کل ثبت شرکتها و مالکیت)
صنعتی
Others:
Registered under name of:
<ul> <li>Number and date of registration on permission of activity (شماره و تاریخ ثبت مجور فعالیت):</li> </ul>

#### Item A-c

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.

#### IRNUNDP22053

	Name of	Chent	Contract	Start	Data	Contra			(Name of	
	Name of	Client	Contract	Start	End	Contra	ct's	Refer	ences C	ontact
-	within the last	t five (5)	years which are	related or i	relevant to	those requ	ured to	or this c	ontract.	
			xperiences: Pro							xperience
-										
I	tem A-d									
L										
	- Please expla	in your o	organization's pi	revious exp	erience in	working v	vith UN	N agenc	ies in th	e country
	recommend			15 a p105)						
	•	_	nization for firmation letter		or key	persons	(Subi	mitting	at le	ast one
		•	r entity's expe		_					•
	educational		•	1	1					
	- Please expl	ain voui	organization's	previous	profession	nal experi	ience i	in the	field of	holding
	- Please share	your reg	gistration certific	ates of the	company/o	organizatio	on/firm	NGO/i	institute	

Name of project	Client	Contract Value	Start Date	End Date	Contract's scope	References Contact Details (Name, Phone, Email)

#### IRNUNDP22053

#### 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)

	odology for the Completion		
	our understanding of the expe		d problems in implementation of this
			activities to be conducted by you
Example:	duling coordination with other	organizations req	uired for implementation of the work
	Involved entities (if applicable)	Timeframe	Responsible entity/individual (if applicable)
Example:	Involved entities		Responsible entity/individual

#### IRNUNDP22053

#### C. Qualifications of Key Personnel

*Please provide:* 

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;
- b) CVs of the key personnel that will perform the services which demonstrates qualifications; and
- c) 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	Team members and team leader (for minimum requirements
please see TOR) - please use similar	templates for all introduced staff, if applicable. ( please also
complete Attachment A)	

- 1. Name of Firm/Organization:
- 2. Full Name of individual:
- 3. Date of Birth:

4. Nationality:

- 5. Education:
- 6. Explain about your experiences in organising workshops
- 7. Countries of Work Experience:
- **8. English Proficiency** [Please indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- **9. Employment Record** [Starting with present position, list in reverse order every employment held by individual since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From year	To year	Employer	Position	Activities performed in	Activities performed in
				conducting training sessions	HIV/AIDS, infectious diseases,
				303310113	HSTAF

10. Other relevant informa	tion:

#### IRNUNDP22053

11. Ability to work with office machineries such as computer (MS office, Internet and email) fax, printer and scanner [Please indicate proficiency: good, fair, or poor]					

#### IRNUNDP22053

## Financial proposal – Tehran workshop (IDUs) Undertake three 3-day capacity building workshop, each for 30 staff of Drop In Centers (DICs) in Welfare Organization.

Table 1: Summary of Overall Prices – Tehran

	Amount(s)
<b>Professional Fees</b> (from <u>Table 2</u> )	
Other Costs Suburbs of Tehran	
VAT	
<b>Total Amount of Financial Proposal</b>	

#### Table 2: Breakdown of Professional Fees - Tehran

Name	Position	Fee Rate/day IRR	No. of Days	Total Amount IRR
		A	В	C=AXB
Technical Team (Please indicate the position of other team members if you have considered any)	Coordinator			
<b>Subtotal Professional Fees:</b>				

#### Table A: All-inclusive cost in Tehran

No	Description of Activity	Unit cost (A) - IRR	Quantity/ working days (B)	Total Rate (A x B) IRR
1	Required printings [to be read from Total Amount of Table D]		1 workshop	
2	Required transportation and cost of facilitator/lecturer [to be read from Total Amount of Table F and E]		1 workshop	
3	Venue in a four-star hotel or equivalent in Tehran and should be provided in the same place where the workshop is being held  Appropriate and quiet venue for 30 participants with A/C system and proper lighting and suitable canteen/dining hall for serving refreshment as well as conference salon with the U shape table with 42 comfortable chairs and comfortable chairs and tables for 5 working groups  [please refer to Annex IV for more details on workshop facilities requirements]		3 days	
4	Audio and visual equipment [please refer to Annex IV for more details on workshop facilities requirements]		3 days	
5	Accommodation 10 rooms with three beds for 30 participants and 4 single rooms for 4 lecturers/facilitators [please refer to Annex IV for more details on the accommodation's requirements]		3 nights	
6	Suitable restaurant with the capacity of serving food (breakfast, lunch and dinner)**		3 full courses for 34 participants	

#### IRNUNDP22053

	- Dinner shall contain two different main				
	courses and side dishes (soup, salad & drink) for				
	40 people				
	- Lunch shall contain two different main				
	courses and side dishes (soup, salad & drink) for				
	40 people				
	(please provide the detail of dinner and lunch in				
	below lines)				
	Dinner				
	contain two different main courses and side dishes	34 participants			
	(soup, salad & drink)				
	Lunch	24			
	contain two different main courses and side	34 participants			
	dishes (soup, salad & drink)	6 refreshments			
7	Serving two refreshments per day for 40 participants	(2 times a day for 3			
,	tea, coffee, Fruit (two types) and Cake	days)			
	Mineral/drinking water for participants during the	days)			
8	day				
	Logistic and overhead costs (planning,				
	administration, human resources,				
9	communications, rent etc.)				
	Please separate the lines for each cost component.				
	High-speed internet and required instruments for				
10	safe connection				
11	Miscellaneous costs (In case of considering any miscellaneous cost please specify the detailed				
11	breakdown).				
	Dieakuowii).				
Tota	l Offered Amount for Conducting one 3-day Work	shop – IRR			

<sup>\*\*</sup> The food for lunch or dinner of each day/night shouldn't be same as other day

Table D: Required Printings and stationary -Tehran

Row	Description of Activity	Unit cost (A)	Quantity (B)	Total Rate (A x B) IRR
1	Final agenda approximately 3 black and white pages - A4 size): 105 pages. (35*3)		105 pages	
2	Pre-test and Post-test approximately 8 black and white pages- A4 size): 720 pages (30*8*3)		720 pages	
3	Quality assessment questionnaires approximately 2 black and white pages- A4 size): 180 pages (30*2*3)		180 pages	
4	Workshop certificate for participants and lecturers Approximately 1 color page -A4 size): 100 copies		100 copies	
5	Hand-outs for participants for working groups approximately 12 black and white pages for each workshop - A4 size		36 copies	
6	Preparing and printing form for list of participants attendance sheets		10 copies	
7	Document holders		35	
8	Pen		35	

#### IRNUNDP22053

9	30-pages notebook (15*20 cm)		35	
10	Whiteboard (minimum size 150 *200 cm)		1	
11	Different colors whiteboard and permanent markers		3	
12	flipcharts papers for group-work (Large size- 100*150 cm)		20	
13	Flash memory 128 GB		30*3 Psc	
14	Flash memory 256 GB		10*3 Pcs	
15	Any other costs (please specify)			
Total cost of Printing materials and supplies- IRR				

**Table E: Fixed price for facilitator** 

Description	Quantity	Total Amount (IRR)
Lecturers Will be introduced by the Welfare Organization	4	120,000,000

**Table F: Required Transportation** 

Description	Quantity	Unit Price (IRR)	Total Amount (IRR)
Transportation of personnel			
Cost of transportation			
round air/land tickets (For 30 participants and 4			
lecturers/ facilitators)			
Terminal fee			
round transportation from home to the airport and	30	2,000,000	60,000,000
airport to the venue			
Total of Transportation costs- IRR	·	·	

#### Table 4: Breakdown of Price per Deliverable/Activity - Tehran

Deliverable/ Activity description	Professional Fees IRR	Other Costs IRR	Total IRR
Deliverable 1			
Deliverable 2			
Deliverable 3			
Deliverable 4			
Total	·		

Note: the total cost of Table 4 and Table 1 shall be the same.

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

No. 8, Shahrzad Blvd, Darrous, 1948773911 Tehran, I.R. Iran (P.O. Box 15875-4557) Tel: (98 21) 2286 0691-4, 286 0925-8, Fax: (98 21) 22869547, Email: registry@undp.org, website: www.ir.undp.org

#### IRNUNDP22053

Financial proposal – Bandar Abass workshop (FSWs)
Undertake three 3-day capacity building workshop, each for 30 staff of Drop In Centers (DICs) in Welfare Organization.

Table 1: Summary of Overall Prices – Bandar Abass

	Amount(s)
<b>Professional Fees</b> (from <u>Table 2</u> )	
Other Costs Suburbs of Tehran	
VAT	
<b>Total Amount of Financial Proposal</b>	

Table 2: Breakdown of Professional Fees - Bandar Abass

Name	Position	Fee Rate/day IRR	No. of Days	Total Amount IRR
		A	В	C=AXB
Technical Team (Please indicate the position of other team members if you have considered any)	Coordinator			
Subtotal Professional Fees:				

Table A: All-inclusive cost in Bandar Abass

No	Description of Activity	Unit cost (A) - IRR	Quantity/ working days (B)	Total Rate (A x B) IRR
1	Required printings [to be read from Total Amount of Table D]		1 workshop	
2	Required transportation and cost of facilitator/lecturer [to be read from Total Amount of Table F and E]		1 workshop	
3	Venue in a four-star hotel or equivalent in Tehran and should be provided in the same place where the workshop is being held Appropriate and quiet venue for 30 participants with A/C system and proper lighting and suitable canteen/dining hall for serving refreshment as well as conference salon with the U shape table with 42 comfortable chairs and comfortable chairs and tables for 5 working groups [please refer to Annex IV for more details on workshop facilities requirements]		3 days	
4	Audio and visual equipment [please refer to Annex IV for more details on workshop facilities requirements]		3 days	
5	Accommodation 10 rooms with three beds for 30 participants and 4 single rooms for 4 lecturers/facilitators [please refer to Annex IV for more details on the accommodation's requirements]		3 nights	
6	Suitable restaurant with the capacity of serving food (breakfast, lunch and dinner)**  - Dinner shall contain two different main courses and side dishes (soup, salad & drink) for 40 people		3 full courses for 34 participants	

#### IRNUNDP22053

	- Lunch shall contain two different main courses and side dishes (soup, salad & drink) for		
	40 people		
	(please provide the detail of dinner and lunch in below lines)		
	Dinner contain two different main courses and side dishes (soup, salad & drink)	34 participants	
	Lunch contain two different main courses and side dishes (soup, salad & drink)	34 participants	
7	Serving two refreshments per day for 40 participants tea, coffee, Fruit (two types) and Cake	6 refreshments (2 times a day for 3 days)	
8	Mineral/drinking water for participants during the day		
9	Logistic and overhead costs (planning, administration, human resources, communications, rent etc.) Please separate the lines for each cost component.		
10	High-speed internet and required instruments for safe connection		
11	Miscellaneous costs (In case of considering any miscellaneous cost please specify the detailed breakdown).		
for C	Conducting one 3-day Workshop– IRR		

<sup>\*\*</sup> The food for lunch or dinner of each day/night shouldn't be same as other day

Table D: Required Printings and stationary - Bandar Abass

Row	Description of Activity	Unit cost (A)	Quantity (B)	Total Rate (A x B) IRR
1	Final agenda approximately 3 black and white pages - A4 size): 105 pages. (35*3)		105 pages	
2	Pre-test and Post-test approximately 8 black and white pages- A4 size): 720 pages (30*8*3)		720 pages	
3	Quality assessment questionnaires approximately 2 black and white pages- A4 size): 180 pages (30*2*3)		180 pages	
4	Workshop certificate for participants and lecturers Approximately 1 color page -A4 size): 100 copies		100 copies	
5	Hand-outs for participants for working groups approximately 12 black and white pages for each workshop - A4 size		36 copies	
6	Preparing and printing form for list of participants attendance sheets		10 copies	
7	Document holders		35	
8	Pen		35	
9	30-pages notebook (15*20 cm)		35	

#### IRNUNDP22053

10	Whiteboard (minimum size 150 *200 cm)	1		
11	Different colors whiteboard and permanent markers	3		
12	flipcharts papers for group-work (Large size- 100*150 cm)	20		
13	Flash memory 128 GB	30*3 P	sc	
14	Flash memory 256 GB	10*3 P	cs	
15	Any other costs (please specify)			
Total cost of Printing materials and stationary- IRR				

Table E: Fixed price for facilitator- Bandar Abass

Description	Quantity	Total Amount (IRR)
Lecturers Will be introduced by the Welfare Organization	4	120,000,000

**Table F: Required Transportation - Bandar Abass** 

Description	Quantity	Unit Price (IRR)	Total Amount (IRR)
Transportation of personnel			
Cost of transportation round air/land tickets (For 30 participants and 4 lecturers/ facilitators)			
Terminal fee round transportation from home to the airport and airport to the venue	30	2,000,000	60,000,000
Total of Transportation costs- IRR		<u> </u>	

Table 4: Breakdown of Price per Deliverable/Activity - Bandar Abass

Deliverable/ Activity description	Professional Fees IRR	Other Costs IRR	Total IRR
Deliverable 1			
Deliverable 2			
Deliverable 3			
Deliverable 4			
Total			

Note: the total cost of Table 4 and Table 1 shall be the same.

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

#### IRNUNDP22053

Financial proposal – <mark>Sari workshop (TGs)</mark> Jertake three 3-day capacity building workshop, each for 30 staff of Droy

Undertake three 3-day capacity building workshop, each for 30 staff of Drop In Centers (DICs) in Welfare Organization.

Table 1: Summary of Overall Prices - Sari

	Amount(s)
<b>Professional Fees</b> (from <u>Table 2</u> )	
Other Costs Suburbs of Tehran	
VAT	
Total Amount of Financial Proposal	

Table 2: Breakdown of Professional Fees - Sari

Name	Position	Fee Rate/day IRR	No. of Days	Total Amount IRR
		A	В	C=AXB
Technical Team (Please indicate the position of other team members if you	Coordinator			
have considered any) <b>Subtotal Professional Fees:</b>				

Table A: All-inclusive cost in Sari

No	Description of Activity	Unit cost (A) - IRR	Quantity/ working days (B)	Total Rate (A x B) IRR
1	Required printings [to be read from Total Amount of Table D]		1 workshop	
2	Required transportation and cost of facilitator/lecturer [to be read from Total Amount of Table F and E]		1 workshop	
3	Venue in a four-star hotel or equivalent in Tehran and should be provided in the same place where the workshop is being held Appropriate and quiet venue for 30 participants with A/C system and proper lighting and suitable canteen/dining hall for serving refreshment as well as conference salon with the U shape table with 42 comfortable chairs and comfortable chairs and tables for 5 working groups [please refer to Annex IV for more details on workshop facilities requirements]		3 days	
4	Audio and visual equipment [please refer to Annex IV for more details on workshop facilities requirements]		3 days	
5	Accommodation 10 rooms with three beds for 30 participants and 4 single rooms for 4 lecturers/facilitators [please refer to Annex IV for more details on the accommodation's requirements]		3 nights	
6	Suitable restaurant with the capacity of serving food (breakfast, lunch and dinner)**  - Dinner shall contain two different main courses and side dishes (soup, salad & drink) for 40 people		3 full courses for 34 participants	

#### IRNUNDP22053

	- Lunch shall contain two different main courses and side dishes (soup, salad & drink) for		
	40 people (please provide the detail of dinner and lunch in below lines)		
	Dinner contain two different main courses and side dishes (soup, salad & drink)	34 participants	
	Lunch contain two different main courses and side dishes (soup, salad & drink)	34 participants	
7	Serving two refreshments per day for 40 participants tea, coffee, Fruit (two types) and Cake	6 refreshments (2 times a day for 3 days)	
8	Mineral/drinking water for participants during the day		
9	Logistic and overhead costs (planning, administration, human resources, communications, rent etc.) Please separate the lines for each cost component.		
10	High-speed internet and required instruments for safe connection		
11	Miscellaneous costs (In case of considering any miscellaneous cost please specify the detailed breakdown).		
for C	Conducting one 3-day workshop – IRR		

<sup>\*\*</sup> The food for lunch or dinner of each day/night shouldn't be same as other day

Table D: Required Printings and stationary - Sari

Row	Description of Activity	Unit cost (A)	Quantity (B)	Total Rate (A x B) IRR
1	Final agenda approximately 3 black and white pages - A4 size): 105 pages. (35*3)		105 pages	
2	Pre-test and Post-test approximately 8 black and white pages- A4 size): 720 pages (30*8*3)		720 pages	
3	Quality assessment questionnaires approximately 2 black and white pages- A4 size): 180 pages (30*2*3)		180 pages	
4	Workshop certificate for participants and lecturers Approximately 1 color page -A4 size): 100 copies		100 copies	
5	Hand-outs for participants for working groups approximately 12 black and white pages for each workshop - A4 size		36 copies	
6	Preparing and printing form for list of participants attendance sheets		10 copies	
7	Document holders		35	
8	Pen		35	
9	30-pages notebook (15*20 cm)		35	

#### IRNUNDP22053

10	Whiteboard (minimum size 150 *200 cm)		1	
11	Different colors whiteboard and permanent markers		3	
12	flipcharts papers for group-work (Large size-100*150 cm)		20	
13	Flash memory 128 GB	30	)*3 Psc	
14	Flash memory 256 GB	10	)*3 Pcs	
15	Any other costs (please specify)			
Total cost of Printing materials and stationery - IRR				

Table E: Fixed price for facilitator- Sari

Description	Quantity	Total Amount (IRR)
Lecturers Will be introduced by the Welfare Organization	4	120,000,000

Table F: Required Transportation - Sari

Description	Quantity	Unit Price (IRR)	Total Amount (IRR)
Transportation of personnel			
Cost of transportation			
round air/land tickets (For 30 participants and 4			
lecturers/ facilitators)			
Terminal fee			
round transportation from home to the airport and	30	2,000,000	60,000,000
airport to the venue			
Total of Transportation costs- IRR			

Table 4: Breakdown of Price per Deliverable/Activity - Sari

Deliverable/ Activity description	Professional Fees IRR	Other Costs IRR	Total IRR
Deliverable 1			
Deliverable 2			
Deliverable 3			
Deliverable 4			
Total			

Note: the total cost of Table 4 and Table 1 shall be the same.

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



## 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 visà-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,



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



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:



- **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.



#### 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



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



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.
- 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



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.



# Annex IV Terms of Reference (TOR) Undertake three 3-day capacity building workshop, each for 30 staff of Drop In Centers (DICs) in Welfare Organization

**Sub-recipient: Welfare Organization (WO)** 

Activities: 14, 40 and 66

#### **Background:**

The project titled "Enhancement of National HIV Response with Focus on Target Beneficiary Groups in line with the fifth National Strategic Plan (5th NSP) 2020-2024" is funded by the Global Fund's New Funding Model (NFM) program for HIV and building resilient and sustainable systems for health (RSSH).

The Goals of the project are:

- a) By the end of 2023, maintain the HIV prevalence among PWIDs at less than 5%,
- b) By the end of 2023, maintain the HIV prevalence among people who are exposed to sexual transmission of HIV at less than 5%, and
- c) By the end of 2023, decrease the AIDS mortality by 20%

The Key objectives of the project are:

- 1. By the end of 2023, at least 60% of PWIDs use sterile and non-shared devices in their latest drug injection.
- 2. By the end of 2023, the percentage of condom use in the last sex among people who are at the highest risk of sexual transmission increases by 20%.
- 3. By the end of 2023, at least 92% of people living with HIV and started their treatment a year ago, retain their treatment.

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

In continuity with the activities conducted in the past years, the main goal of WO in this project is to improve scale up of differentiated HIV testing services and expansion of HIV prevention services for key population (People Who Inject Drugs (PWIDs), High Risk Behavior Women Affected by HIV (HRBW) and Transgender People (TGs) with special focus on optimization of testing, harm reduction services, quality of HIV prevention services in WO centres; improve of its monitoring system; and enhancement of access of TGs (transgender) to HIV services.

According to the 5th National Strategic Plan (2020-2024), TGs, like other HIV key population, are entitled to the right of receiving HIV prevention, care and treatment services, Public Health services, psychosocial support and professional assistance. However, despite the legal rights of Transgenders in



Iran to change their identity and to take sex reassignment surgery, they are presumably considered as one of the HIV at-risk target groups who have not yet been programmatically and operationally addressed in HIV Control Program.

#### **Objective:**

To improve the knowledge and skills of service providers in DICs, mobile clinics and outreach teams who are active in the field of harm reduction and mobile service delivery approach by focus on key population including IDU, HRBWs and TGs.

#### **Duration of work:**

The contract is expected to commence in October 2022 and expire on the satisfactory completion of the services no later than end March 2023. The contractor shall undertake three 3-days workshops in Sari, Bandar Abbas and Tehran cities within September till end December 2022 accordingly and submit the reports before the end date of the contract.

#### **Direct Supervision:**

The task(s) will be performed under the direct supervision of Head of Office of Development and Intervention, State Welfare Organization and UNDP Iran.

#### **Detailed Responsibilities:**

1) The contractor shall coordinate with Welfare Organization to finalize the following items at least two weeks before starting each workshop. All the below forms will be designed by Welfare Organization and will be handed over to the contractor for printing. The contractor will deliver one printed sample of each item and will remain responsible for making the revisions requested by WO and obtain final approval prior to printing the required copies. In case it is requested by WO, the contractor shall deliver the second sample of the item for final review and approval.

Required items for printing: (for each workshop)

- Final agenda of the workshop (approximately 3 black and white pages A4 size): 105 pages. (35\*3)
- Pre-test and Post-test (approximately 8 black and white pages- A4 size): 720 pages (30\*8\*3)
- Quality assessment questionnaires (approximately 2 black and white pages- A4 size): 180 pages (30\*2\*3)
- Workshop certificate for participants and lecturers. (Approximately 1 color page -A4 size): 100 copies
- Hand-outs for participants for working groups (approximately 12 black and white pages for each workshop A4 size): 36 copies
- Preparing and printing form for list of participants (attendance sheets): 10 copies
- 2) To make payments to the lecturers and facilitators, who have been introduced by the Welfare Organization, upon delivering their sessions with no delay (at the time of their sessions) and receiving the receipt of payment. The maximum total payable amount to four lecturers is IRR 120,000,000 for each workshop which should be considered and stipulated in the financial proposal. The reimbursement of this cost will be based on the submission of original signed



payment receipts from each lecturer. UNDP will make payments based on the money transfer receipts and/or the receipts signed by the lecturer and facilitators. All lecturers and facilitators should provide lesson plan based on the participants needs and evaluate the effectiveness of the education by pre-test and post-test.

3) To arrange all the pre-requisites required for the workshops and provide facilities and services required for workshop such as accommodation, refreshment, food, venue, etc. The required facilities for venue of the workshop and accommodation of participants are as follow:

#### Facilities and services required for each workshop in Sari city, Bandar Abbas AND Tehran cities

Venue and accommodation should be in 4 stars hotel or equivalent in the same locations.

#### Conditions of workshop venue, meals and refreshments: (for each workshop)

- Appropriate and quiet venue to accommodate 30 participants and 4 lecturers/facilitators
- Conference salon with the U shape table with 42 comfortable chairs
- Comfortable chairs and tables for 5 working groups
- A/C system and proper lighting
- Audio and visual equipment such as video projector with screen, wire-less microphones, conference audio system, at least one notebook computers, printer and presence of an IT assistant for support
- Whiteboard (minimum size 150 \*200 cm) with three different colors whiteboard and permanent markers.
- 20 flipcharts papers for group-work (Large size- 100\*150 cm)
- Flash memory 128 GB (30\*3 Pcs) Flash memory 256 GB (10\*3 Pcs)
- Enough space for group-work for at least five groups
- Easy access to praying room
- Suitable canteen/dining hall for serving lunch and refreshment
- Lunch shall contain two different main courses and side dishes (soup, salad & drink) for 40 people for each workshop,
- Serving two refreshments per day including for 40 people for each workshop.
- Dinner shall contain two different main courses and side dishes (soup, salad & drink) for 40 people for each workshop.
- Mineral/drinking water for participants during the day
- The food for lunch or dinner of each day/night shouldn't be same as other day.
- Meals for break including Coffee, Tea, Fruit (two types) and Cake

## <u>Conditions of accommodation (should be provided in the same place where each workshop being held): (for each workshop)</u>

- Three nights stay for 30 participants. Rooms with a maximum of three separate beds (maximum of three people in one room).
- Three nights stay for 4 lecturers/facilitators. (Four separate rooms)
- Available bathroom and A/C in each room.
- Suitable restaurant with capacity of serving food (breakfast, lunch and dinner) for maximum 46 participants.
- Access to communication equipment such as free high-speed internet (Wi-Fi), telephone and fax at the expense of guests in rooms and halls of hotel.



- 1) Provision of round air/land tickets for 30 participants and 4 lecturers/facilitators: Round Air/land tickets from/to Sari city, Bandar Abbas city and Tehran to below mentioned cities for total number of 30 participants and 4 lecturers/facilitators including any additional air or land route costs for some provinces
- 2) The fixed amount of IRR 2.000,000 per participant as the terminal fee (round transportation from home to the airport and airport to the venue). Therefore, the total amount of terminal fee for 30 participants is IRR 60,000,000 (for each workshop)

Sari workshop (TGs):

Row	Province	Round air/land ticket
1	Tehran	12
2	Alborz	4
3	Fars	4
4	Isfahan	4
5	Khorasan-e Razavi	4
6	Gilan	1
7	Azarbayjan Gharbi	1
Total		30

#### Bandar Abass workshop (FSWs):

Row	Province	Round air/land ticket
1	Hormozgan	2
2	Kerman	3
3	Kermanshah	2
4	Azarbayjan Sharghi	2
5	Khuzestan	2
6	Mazandaran	3
7	Sistan O Baluchestan	2
8	Tehran	6
9	Isfahan	2
10	Khorasan-e Razavi	2



11	Lorestan	2
12	Fras	2
	Total	30

Tehran workshop (IDUs):

Row	Province	Round air/land ticket
1	Tehran	4
2	Alborz	3
3	Khuzestan	3
4	Kermanshah	3
5	Khorasan-e Razavi	3
6	Fars	3
7	Kerman	3
8	Sistan O Baluchestan	3
9	Qazvin	3
10	Zanjan	2
Total		30

- 3) Liaise with WO on the final list of invitees of the workshop and make proper arrangement accordingly.
- 4) To provide 35 document holders, 35 pens, 35 pieces of 30-pages notebook (15\*20 cm) which will be distributed through Welfare Organization's facilitator.
- 5) To prepare English and Persian versions of the workshop's reports (Two copies from each version) along with attendance sheets within two weeks after conducting each workshop. The soft copies of both reports should be delivered to WO as well.
- 6) Preparation and submission of detailed and accurate financial reports and invoices within two weeks after conducting each workshop.
- 7) Ensure continuous coordination and cooperation with Head of Office of Development and Intervention, State Welfare Organization and UNDP, on all matters related to arrangement of the workshops and reporting.
- 8) Any change in the arrangement of the workshops should be officially announced and justified by the Contractor and approved by WO and UNDP.



#### **Outputs/Deliverables:**

- 1. Printing of requested items specified in the section of "Detailed Responsibilities".
- 2. Organizing three 3-day workshop in Sari, Bandar Abbas and Tehran within the allotted period of time;
- 3. Submitting the financial Report (consist of original invoices) to the UNDP within two weeks after completion of the workshops.
- 4. Submitting workshop reports (English and Persian) to the UNDP within two weeks after completion of each workshop.
- 5. Submitting the actual/original invoices of all insured costs.

Note: The total amount of the contract is the ceiling of the contract, and the payments are made only as per the actual costs incurred and against original invoices. For example, the cost of accommodation in hotel, meals, printing, air tickets, etc. is payable only against submission of original invoices of the hotel, restaurant, printing house, and flight tickets stamped by travel agency, etc. The payable amounts to lecturers are paid against the original receipt of lecturers/facilitators and/or copy of bank transfer. The cost of airport transfer is payable against the receipt signed by the recipient/traveller or the copy of the bank transfer to the account of the payee.

#### **Verification:**

The reports shall be verified/endorsed by Welfare Organization and UNDP.

#### **Payment Term for each workshop:**

In full consideration for the services performed by the contractor under the terms of this Contract, the United Nation Development Program shall pay the contractor the total offered, and accepted amount of the contract based on actual cost incurred and against submission of original invoices and upon certification that the services have been satisfactorily performed and confirmed by WO and UNDP and according to below installments:

Milestones	Payment (IRR)
20% of the total ceiling of contract is payable as the first prepayment within two weeks after signing the contract in exchange of a guarantee cheque or bank guarantee for the same amount.	First pre-payment
Upon submission of agendas, name of lecturers, workshop materials, draft of syllabuses and the certification of payments to the hotel for venue and accommodation for both workshops, the first prepayment will be fully settled, and the remaining amount will be paid to the contractor	First payment



20% of the remaining ceiling of the contract will be paid to the contractor as a second prepayment	Second pre-payment
After completion of second workshop and receiving the final invoices and report of the workshop, the second prepayment will be fully settled, and the remaining amount of the invoices will be paid to the contractor	Second/ Payment
20% of the remaining ceiling of the contract will be paid to the contractor as a third prepayment	Third prepayment
After completion of all workshops and receiving the final invoices and report of the workshop, the third prepayment will be fully settled, and the remaining amount of the invoices will be paid to the contractor	Third and final payment

- Payments will be made according to UNDP regulations as explained in the contract documents.
- 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 administration and logistic preparedness costs regarding this activity.
- All original invoices shall be submitted by the Contractor to Welfare Organization for verification of Office of Development and Intervention, State Welfare Organization and sent to UNDP along with the request for payment once verified by WO.

## - The payments under the contract will be made based on the actual incurred costs against original invoices.

- Each payment shall be made by UNDP in Iranian Rial within 30 days from receiving WO's verification and request by UNDP to the bank account under the name of the contractor introduced through an official letter of notification of bank information and SHEBA identification number upon satisfactory completion of the job and receiving progress reports along with the related supporting documents approved by the Office of Development and Intervention, State Welfare Organization. WO's final approval is a pre-requisite for UNDP's verification for releasing the payment.

The contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services, which may result in any costs in excess of the amount of the contract without obtaining the prior written agreement of the WO and UNDP.

#### **Qualifications:**

#### **Mandatory:**

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

- Registration certificates of the company/organization/firm/NGO/institute.
- Relevance of mission and vision of the entity with the objectives of this activity.
- At least three years professional experience in the field of holding educational workshops.

#### **Desirable:**

- Experience in holding successful conference or workshop for governmental organization for officials or key persons (Submitting at least one recommendation/confirmation letter is a plus).
- Experience in working with UN agencies in the country is a plus.



It is expected that the contractor introduces at least one coordinator who has the following credentials:

#### **Qualifications of the Coordinator:**

- Having experience in at least coordinating three workshops
- Relevant educational background and working experience.
- Having experience in holding workshop for UN agencies and Welfare Organization is desirable
- Having good knowledge of English language
- Ability to work with office machineries such as computer (MS Office, Internet and e-mail) fax, printer and scanner, video projector and AV system

#### **Others:**

- The contractor shall warrant that no official, or Individual/Service Contract holders 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.