

United Nations Development Programme



REQUEST FOR PROPOSAL (RFP)

Date: 14 September 2022

Dear Sir/Madam,

We kindly request you to submit your Proposal to undertake three 2-day capacity building workshops in Tehran for training of HIV project Staff working in the prisons' settings to do screening and active case finding of HIV, TB, COVID19 and strengthening of MIS in prisons.

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 60 days.

Proposals may be submitted on or before Wednesday, September 28, 2022 (proposals cannot be received after 16:30 Tehran local time) and via below email address:

bid.ir@undp.org

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

IRNUNDP22066

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

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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:

<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,

DocuSigned by:

Youssef Landolsi

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Youssef Landolsi
Operations Manager

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G.G.

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

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Annex I Description of Requirements

Context of the Requirement	In line with the Global Fund's New Funding Model (NFM) program of UNDP-Iran to support the country's response in controlling the growth of HIV/AIDS prevalence and incidence, the Prisons Organization as one of the implementing partners of this programme, is going to enhance the knowledge of health providers in prisons on HIV, COVID19 and Tuberculosis prevention and care services. Therefore, the purpose of this Terms of Reference is awarding a contract to an organization/firm/NGO to conduct four 2-day workshops in Tehran to train 111 prison's staff (each for 37 persons) in Response to COVID19 outbreak in prisons. For more details, please see attached Annex IV
Implementing Partner of UNDP	Iranian Prisons Organization (PO)
Brief Description of the Required Services	To organise three 2-day workshops in Tehran in order to train 80 Consultants, 31 Physicians of 31 Provinces to do screening and active case finding of HIV, TB, COVID19 and strengthening MIS in prisons. For more details, please see attached Annex IV.
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> - Printing of requested materials for the workshops - Organizing three 2-day workshops in Tehran to train Prisons' staff within the allotted period of time; - Submitting the financial Report (consist of original invoices) to the UNDP within two weeks after completion of each workshop. - Submitting workshop report (English and Persian) to the UNDP within two weeks after completion of each workshop. - Submitting the actual/original invoices of all insured costs.
Person to Supervise the Work/Performance of the Service Provider	National Project Director/Director of Health Office in Iran Prisons Organization and UNDP Iran
Frequency of Reporting	Please see Annex IV, Terms of Reference
Progress Reporting Requirements	Updates on the progress of the activities
Location of work	Tehran, Iran
Expected duration of work	Approximately three months
Target start date of Contract	Late September 2022
Latest completion date of Contract	end December 2022
Travels Expected	Not Applicable
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	Required

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timing of activities/sub-activities	
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
Validity Period of Proposals (Counting for the last day of submission of quotes)	60 days 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	The reports shall be verified/endorsed by Prisons Organization and UNDP Iran.
Type of Contract to be Signed	Institutional Service Contract
Criteria for Contract Award	<ul style="list-style-type: none"> • Lowest financial offer of technically qualified Proposals • Full acceptance of the UNDP Contract General Terms and Conditions (GTC).
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (100%)</u></p> <ul style="list-style-type: none"> • Expertise of the Firm 60% • Methodology, Action Plan and challenges 20% • Qualification of Key Personnel – 20% <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) General Terms and Conditions / Special Conditions (Annex III) ¹ Detailed Terms of Reference (Annex IV)

¹Service 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 (Written inquiries only) ²	<p>E-mail address dedicated for this purpose: procurement.ir@undp.org</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: bid.ir@undp.org</p>

²This 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.

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Annex II

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL³

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁴)

[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 Wednesday, September 14, 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.

³ This serves as a guide to the Service Provider in preparing the Proposal.

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

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Item A-a

Profile of the Firm/Organization
<ul style="list-style-type: none"> • Full name of organization (in Farsi): • Full name of organization (in English): • Central office address: • Tel No: • Fax No: • E-mail: • Website: • Name of General Manager: • Name of Chair of Board of Directors/Trustees: • Summary of Goals and Mission of Organization:
<ul style="list-style-type: none"> • Structure of the organization, number of staff including all administrative bodies, core areas of expertise and experience:

Item A-b

Legal and Registration Information:
<i>Please attach the registration certificates of firm/organization.</i>
<ul style="list-style-type: none"> • Organization's year of establishment (سال شروع فعالیت) : • Organization's official registration date (سال ثبت رسمی) : • Please specify under which of the following modalities/organizations the entity is registered: <input type="radio"/> Ministry of Interior Office as a Non- governmental/non- profit organization (ثبت در وزارت کشور) <input type="radio"/> Youth national organization (ثبت در سازمان ملی جوانان) <input type="radio"/> Office of registration of companies and industrial ownership (اداره کل ثبت شرکتها و مالکیت صنعتی) Others: • Registered under name of: • Number and date of registration on permission of activity (شماره و تاریخ ثبت مجور فعالیت) : • Please 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.

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Item A-c

- Please submit your registration certificates of the company/organization/firm/NGO/institute

- Please explain your organization's previous professional experience in the field of holding educational workshops

- Please explain your entity's 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)

- Please explain your organization's previous experience in working with UN agencies in the country

Item A-d

Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this contract.

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

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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 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 (if applicable)	Timeframe	Responsible entity/individual (if applicable)

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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 Coordinator (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 conducting training sessions	Activities performed in HIV/AIDS, infectious diseases, HSTAF

10. Other relevant information:

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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*]

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Financial proposal

Undertake three 2-day capacity building workshops in Tehran for training of HIV project Staff working in the prisons' settings to do screening and active case finding of HIV, TB, COVID19 and strengthening of MIS in prisons

Table 1: Summary of Overall Prices

	Amount(s)
Professional Fees (to be read from <u>Table A</u>)	
Lecturers and Facilitators (fixed cost which will be reimbursed)	240,000,000
Workshop Venue, Accommodation and Equipment (to be read from <u>Table B</u>)	
Printings and Stationery (to be read from <u>Table C</u>)	
Transportation (to be read from <u>Table D</u>)	
Total all-inclusive amount of Financial Proposal	

Table A: Breakdown of Professional Fees

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

Table B: Venue, Accommodation and Equipment

No	Description of Activity	Unit cost (A) - IRR	Quantity/ working days (B)	Total Rate (A x B) IRR
1	<p>Venue in a four-star hotel or equivalent in Tehran and should be provided in the same place where the workshop is being held</p> <ul style="list-style-type: none"> <i>Appropriate and quiet venue to accommodate at least 37 participants and at least 10 lecturers/facilitators</i> <i>The venue should have the enabling capacity for observing the COVID protocols and adherence to the precautionary measures.</i> <i>A/C system and proper lighting</i> <i>Easy access to praying room</i> <i>Suitable canteen/dining hall for serving lunch and refreshment</i> <i>Telephone and fax at the expense of guests in rooms and halls of hotel</i> <p>[please refer to Annex IV for more details on workshop facilities requirements]</p>		3 Workshops	

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2	Audio and visual equipment (video projector with screen, wire-less microphones, conference audio system, at least two notebook computers, printer and presence of an IT assistant for support and white board)		3 Workshops	
3	Accommodation Two nights stay for 35 participants for each workshop with free high-speed internet (Wi-Fi), [please refer to Annex IV for more details on the accommodation's requirements]		3 Workshops	
4	Suitable canteen/dining hall for serving lunch, dinner and refreshment) ** (please provide the detail of dinner and lunch in below lines)			
	Lunch shall contain one of the below menu for each day of workshops: - Sabzi Polo with Fish or Baghali Polo with Meat or Zereshk Polo with Chicken		141 participants (for each day of workshops)	
	Dinner shall contain one of the below menu for each night of stay: - Chicken Schnitzel or Meat Steak or Khorak Koobideh Kebab without rice or Khorak Joojeh Kebab without rice		105 participants	
5	Side dishes (soup, salad bar & drink) [please clarify each cost component]		141 participants for each day of workshops	
6	Serving two refreshments per day, one morning break and one afternoon - For morning break: tea, coffee, pastries - For afternoon break: tea, coffee, pastries and one kind of fruit		Three workshops (2 times a day for 2 days for each workshop)	
7	Mineral/drinking water for participants during the day			
8	Logistic and overhead costs (planning, administration, communications, rent etc.) Please separate the lines for each cost component.			
9	VAT – if applicable			
Sub-Total of Venue, Accommodation and Equipment – IRR				

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

Note: Any changes in Menu of dinner, lunch or refreshment should get the approval of PO.

Table C: Required Printings and stationery

Row	Description of Activity	Unit cost (A)	Quantity (B)	Total Rate (A x B) IRR
1	Agenda of the workshop (Approximately 2 black and white pages - A4 size): 222 pages		222 pages	
2	Quality assessment questionnaires (Approximately 8 black and white pages- A4 size): 888 pages		888 pages	
3	Workshop certificate for participants and lecturers (Approximately 1 color page -A4 size): 120 pages		120 copies	
4	Preparing and printing form for list of participants attendance sheets		30 copies	
5	Document holders		120	

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6	Pen		120	
7	30-pages notebook (15*20 cm)		120	
8	Any other costs (please specify) <u>If you foresee any other costs you must change the description and exactly specify the cost item.</u>			
Sub-total of Printings and Stationery - IRR				

Table F: Required Transportation

Description	Quantity	Unit Price (IRR)	Total Amount (IRR)
Transportation of personnel			
Cost of round air tickets (For 45 participants)	45		
Fixed Round Land Trip cost (For 25 participants)	25	4,000,000	100,000,000
Sub-total of Transportation costs- IRR			

Table 2: Breakdown of Price per Deliverable/Activity

Deliverable/ Activity description	Total IRR
Workshop 1	
Workshop 2	
Workshop 3	
Total Offered Amount - IRR	

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]

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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 shall be liable to compensate UNDP for equipment determined to be damaged or degraded

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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:

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- 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)
Undertake three 2-day capacity building workshops in Tehran for training of HIV project Staff working in the prisons' settings to do screening and active case finding of HIV, TB, COVID19 and strengthening of MIS in prisons

Sub-recipient: Iranian Prisons Organization (PO)

Background

The project titled "Enhancement of National HIV Response with Focus on Target Beneficiary Groups in line with fifth National Strategic Plan (NSP) 2020-2023" is funded by the Global Fund's New Funding Model (NFM) program to support Iran's response in controlling the growth of HIV/AIDS prevalence and incidence. The NFM project continued through allocating the Global Fund's New Allocation to be utilized from 1st April 2021 to 31st March 2024 in the Islamic Republic of Iran.

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 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 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 line with the COVID19 outbreak, Prisons Organization is going to enhance the knowledge of health providers in prisons on HIV, COVID19 and Tuberculosis prevention and care services. Therefore, the purpose of this Terms of Reference is awarding a contract to an organization/firm/NGO to conduct three 2-day workshops in Tehran to train 111 prison's staff (each for 37 persons) in Response to COVID19 outbreak in prisons.

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Objective:

To organise three 2-day workshops in Tehran in order to train 80 Consultants, 31 Physicians of 31 Provinces to do **screening and active case finding of HIV, TB, COVID19 and strengthening MIS in prisons.**

Duration of work:

The contract is expected to commence on late-September 2022 and expire on the satisfactory completion of the services but no later than 30 December 2022. The contractor shall undertake three 2-day workshops in Tehran and submit the reports before the end date of the contract.

Direct Supervision:

The task(s) will be performed under the direct supervision of National Project Director/Director of Health Office in Iran Prisons Organization and UNDP Iran.

Detailed Responsibilities:

- 1) The contractor shall coordinate with Prisons Organization to finalize the following items at least two weeks before starting each workshop. All the below forms will be designed by the Prisons Organizations 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 PO and obtain final approval prior to printing the required copies. In case it is requested by PO, the contractor shall deliver the second sample of the item for final review and approval.

Required items for printing (three workshop):

- Final agenda of the workshop (approximately 2 black and white pages - A4 size): 222 pages.
 - Quality assessment questionnaires (approximately 8 black and white pages- A4 size): 888 pages
 - Workshop certificate for participants and lecturers (approximately 1 color page -A4 size): 120 pages
 - Preparing and printing form for list of participants (attendance sheets): 30 pages
- 2) To make payments to the lecturers and facilitators, who have been introduced by the Prisons 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 all lecturers and facilitators is IRR 240,000,000 for three workshops (each workshop 80,000,000 IRR), 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 only based on the money transfer receipts. The money transfer receipts of the bank can be submitted along with the original payment receipts of the lecturers.

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- 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 Tehran

Venue and accommodation should be in a 4 stars Hotel or equivalent in Tehran and should be in the same location.

Conditions of workshop venue, meals and refreshments:

- Appropriate and quiet venue to accommodate at least 37 participants and at least 10 lecturers/facilitators for each workshop.
- The venue should have the enabling capacity for observing the COVID protocols and adherence to the precautionary measures.
- A/C system and proper lighting
- Audio and visual equipment such as video projector with screen, wire-less microphones, conference audio system, at least two 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.
- Easy access to praying room
- Suitable canteen/dining hall for serving lunch and refreshment
- Lunch shall contain one of the below menu for 141 participants (37 participants and at least 10 lecturers and facilitators for each day of workshops):
 - o Sabzi Polo with Fish or Baghali Polo with Meat or Zereshk Polo with Chicken;
- Dinner shall contain one of the below menu for 105 participants for each night of stay:
 - o Chicken Schnitzel or Meat Steak or Khorak Koobideh Kebab without rice or Khorak Joojeh Kebab without rice
- The food for lunch or dinner of each day/night shouldn't be same as other day;
- Side dishes (soup, salad bar & drink) 141 participants (37 participants and at least 10 lecturers and facilitators for each day of workshops) for lunch and dinner;
- Serving two refreshments, one morning break and one afternoon, for 141 participants (37 participants and at least 10 lecturers and facilitators for each day of workshops) as following:
 - o For morning break: tea, coffee, pastries
 - o For afternoon break: tea, coffee, pastries and one kind of fruit
 - o Mineral/drinking water for participants during the day

Note: Any changes in Menu of dinner, lunch or refreshment should get the approval of PO.

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Conditions of accommodation (should be provided in the same place where each workshop being held):

- Two nights stay for 35 participants for each workshop. Rooms should be double bed (maximum of two person in one room due to prevention of Covid19 transmission)
 - Available bathroom and A/C in each room.
 - Suitable restaurant with capacity of serving food (breakfast and dinner) for 37 participants and at least 10 lecturers and facilitators.
 - Access to communication equipment such as free high-speed internet (Wi-Fi), and telephone and fax at the expense of guests in rooms and halls of hotel.
- 4) Provision of round flight tickets for 45 participants: - Round - flight tickets from Tehran to below mentioned cities for total number of 45 participants and the fixed amount of IRR 4,000,000 per participant as the round land trip fee for 25 participants. Therefore, the total amount of round land trip fee for 25 participants is IRR 100,000,000.

Airway Tickets	Number of People
Tabriz	3
Oroumieh	2
Ardebil	2
Ilam	2
Mashhad	3
Birjand	1
Bojnourd	3
Kermanshah	1
Kerman	3
Sanandaj	3
Boushehr	1
Ahwaz	3
Zahedan	4
Shiraz	3
Yasouj	1
Gorgan	3
Khorramabad	4
Yazd	1
Bandarabbas	2
Total	45

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- 5) Liaise with PO on the final list of invitees of the workshops and make proper arrangement accordingly.
- 6) To provide 120 document holders, 120 pens, 120 pieces of 30-pages note book (15*20 cm). In each workshop, 5 of all above items should be distributed through Prisons Organization's facilitator.
- 7) To prepare English and Persian versions of the workshop's reports (one copy from each version) along with attendance sheets within two weeks after conducting each workshop. The soft copies of both reports should be delivered to PO as well.
- 8) Preparation and submission of detailed and accurate financial reports and invoices within two weeks after conducting each workshop.
- 9) Ensure continuous coordination and cooperation with Health Office of the Prisons Organization, National Project Director and UNDP, on all matters related to arrangement of each workshop and reporting.
- 10) Any change in the arrangement of the workshop should be officially announced and justified by the Contractor and approved by PO and UNDP.

Outputs/Deliverables:

1. Printing of requested items specified in the section of "Detailed Responsibilities";
2. Organizing three 2-day workshops in Tehran to train Prisons' staff within the allotted period of time;
3. Submitting the financial Report (consist of original invoices) to the UNDP within two weeks after completion of each workshop.
4. Submitting workshop report (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 payments are only made 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 copy of bank transfer.

Verification:

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

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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 PO 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
After completion of first workshop and receiving the final invoices and reports of the same workshop, the prepayment will be fully settled and the remaining amount of the invoices 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 all workshops and receiving the final invoices and reports of the workshops, the second prepayment will be fully settled and the remaining amount of the invoices will be paid to the contractor	Second/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 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 Prisons Organization for verification of National Project Director (NPD) and sent to UNDP along with the request for payment once verified by NPD. **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 Rials within 30 days from receiving PO'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 National Project Director (NPD). PO'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 PO and UNDP.

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Required 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
- Having experience in holding workshop for UN agencies and Prisons 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