

REQUEST FOR PROPOSAL (RFP)

Date: May 19, 2021

Dear Sir/Madam,

We kindly request you to submit your proposal on “Technical and Vocational training for health-care workers, municipality personnel, contractors and small and medium-enterprises (MSMEs) on sanitary waste-handling to minimize risk of COVID-19 infections/ risk of transmission”.

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 Wednesday, June 02, 2021 (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:

IRNUNDP21038

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

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

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

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

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

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

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

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

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

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated; you can find detailed information about vendor protest procedures in the following link:

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

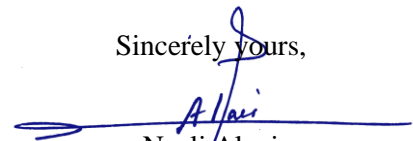
UNDP encourages to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

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

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/cond uct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

A handwritten signature in blue ink, which appears to read 'Nazli Alavi', is written over a horizontal line. Below the line, the name 'Nazli Alavi' is printed in a standard font.

Nazli Alavi
Head of Procurement/ Admin unit
Procurement Analyst

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	<p>Municipal solid waste management has become one of the most critical environmental issues across countries nowadays. The pollution caused by waste disposal which manifested by leachate generation and greenhouse gas emissions in addition to wasting different types of energy to handle municipal wastes in Tehran City have led to focusing on the importance of waste recycling and waste management process.</p> <p>To minimize the risk of COVID-19 infections and risk of transmission by properly management of the waste, the United Nations Development Programme (UNDP) with collaboration of Tehran Waste Management Organization (TWMO) selected three targeted groups exposed to waste at different levels of waste management activities. The selected groups are categorized as (1) Health-care employees working in hospitals, (2) municipality personnel, and (3) contractors and MSMEs on sanitary waste-handling.</p> <p>The provision of comprehensive training courses helps the targeted groups to minimize the spread of COVID-19 across the lifecycle, to understand the level of risk they encounter, and to learn about the precautionary measures that must be applied for the safe management of solid waste in response to the COVID-19 outbreak and the risk of future pandemics.</p>
Implementing Partner of UNDP	Tehran Municipality (TM)
Brief Description of the Required Services	<p>The following objective shall be attained under this contract:</p> <p>Overall objective: Increase awareness and building capacity on sanitary waste-handling (to minimize risk of COVID-19 infections/ risk of transmission) for three different target groups including:</p> <ul style="list-style-type: none"> • Health-care employees working in hospitals, which has contracts with Tehran Waste Management Organization (TWMO) to handle their generated waste. • Tehran Municipality personnel working (a) in landfill and disposal sites (b) in waste processing sections (c) as supervisors and managers of the waste collection, processing and disposal projects. • Contractors and MSMEs working in sanitary waste handling sections.
List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> • Action Plan describing the roadmap and methodology to conduct the assignment.

	<ul style="list-style-type: none"> Standardized training package comprising PPT presentations, tailored plan per target group, timeline, practical/interactive/group exercises, videos, quizzes, end-of module questionnaires and assessments. Holding training sessions for selected target groups: <ul style="list-style-type: none"> <u>Health-care employees</u> <ul style="list-style-type: none"> three face-to-face two-hour workshops for 300 individuals dealing with healthcare waste in 153 hospitals in Tehran (minimum two persons from each hospital). <u>Municipality personnel</u> <ul style="list-style-type: none"> one face-to-face two-hour workshop for 100 individuals working in landfill and disposal sites in Tehran municipality. ten face-to-face two-hour workshops for 1000 individuals working in waste processing sections in Tehran municipality. two one-hour virtual workshops for 150 individuals working as supervisors and managers of the waste collection and processing projects in Tehran municipality. <u>Contractors and MSMEs</u> <ul style="list-style-type: none"> two face-to-face two-hour workshops for 200 individuals working in sanitary waste collecting sections in Tehran. Final Report (in Farsi and English)
Person to Supervise the Work/Performance of the Service Provider	UNDP Programme Analyst
Frequency of Reporting	Please see Annex IV, Terms of Reference
Progress Reporting Requirements	Updates on the progress of the activities
Location of work	Contractor's own location
Expected duration of work	4 months
Target start date of Contract	Early – June 2021
Latest completion date of Contract	September 20 th , 2021
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 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
Validity Period of Proposals (Counting for the last day of submission of quotes)	30 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 Annex IV, TOR
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNDP
Type of Contract to be Signed	Professional Service Contract
Criteria for Contract Award	<ul style="list-style-type: none"> • Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%. • Full acceptance of the UNDP Contract General Terms and Conditions (GTC).
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <ul style="list-style-type: none"> • Expertise of the Firm - 35% • Action Plan – 45% • Qualification of Key Personnel – 20% <p><u>Financial Proposal (30%)</u></p> <p>Financial offer will be considered for evaluation only if the technical score of proposal obtains 70% of total technical score</p>
UNDP will award the contract to:	One and only one Service Provider
Annexes to this RFP	Form for Submission of Proposal (Annex II) 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.

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

<p>Contact Person for Inquiries (Written inquiries only)²</p>	<p>Focal Person in UNDP: Ms. Zahra Golshan Address: No. 8 Shahrzad Blvd, Darrous, Tehran – Iran Fax No.: +98 21 - 22 86 95 47 E-mail address dedicated for this purpose: zahra.golshan@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>
<p>Other Information <i>[pls. specify]</i></p>	<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 19 May 2021 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, contract references. Please use Item A-d as a guide to provide the requested information;

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

Item A-a

Profile of the Firm/Organization

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

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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- [illegible]

Item A-b

Legal and Registration Information:

Please attach the registration certificates of firm/organization.

- 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:
 - Ministry of Interior Office as a Non- governmental/non- profit organization (ثبت در وزارت کشور)
 - Youth national organization (ثبت در سازمان ملی جوانان) :
 - 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 مجوز 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

Latest Financial Statement: Please list the required documents you have attached to indicate your financial stability, standing and market reputation, etc.

- Please explain your experience in holding webinars and scientific/social events
- Please explain your experience or projects in the field of solid waste management or environment
- Please explain your experience working with TWMO or other waste management organizations.
- Please explain your experience of working/collaboration with UN agencies particularly in Montreal Protocol project.

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Item A-d

Track Record and Experiences: Provide the following information regarding corporate experience within the last ten 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)

Item A-e

Written Self-Declaration

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

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

B. Proposed Methodology for the Completion of Services

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

(please fill Item B)

Item B

Proposed Methodology for the Completion of Services

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

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.

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Example:

Steps	Involved entities (if applicable)	Timeframe	Responsible entity/individual (if applicable)

C. Qualifications of Key Personnel

Please provide:

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

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

Item C-a

CV of individual(s) to be assigned as Team Leader and three team members for the work of this contract (for minimum requirements please see TOR) - please use similar template for all introduced staff, if applicable.

1. Name of Firm/Organization:

2. Full Name of individual:

3. Date of Birth:

4. Nationality:

5. Education:

6. Countries of Work Experience:

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

8. Farsi 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 individuals since graduation relevant to the work of this work, giving for each employment (see **Attachment A**): dates of employment, name of employing organization, positions held.]

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Annex II Financial Proposal

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

Table 1: Summary of Overall Prices

	Amount(s)
Professional Fees (from Table 2)	
Other Costs (from Table 3a + 3b)	
Total Amount of Financial Proposal	

Table 2: Breakdown of Professional Fees

Name	Position	Fee Rate/day IRR	No. of Days	Total Amount IRR
		A	B	C=AXB
Technical Team	Team leader			
	Team member 1			
	Team member 2			
	Team member 3			
	Team member 4			
Subtotal Professional Fees:				

Table 3a: Breakdown of Workshops

Description	Total offered cost (IRR)
Workshop for Health-care employees	
Three face-to-face 2hr workshops [PLEASE READ FROM TABLE A IN ATTACHMENT B]	
Workshop for Municipality personnel	
One face-to-face 2hrs workshop [PLEASE READ FROM TABLE B1 IN ATTACHMENT B]	
10 face-to-face 2 hrs workshops [PLEASE READ FROM TABLE B2 IN ATTACHMENT B]	
Two 1 hr virtual workshops [PLEASE READ FROM TABLE B3 IN ATTACHMENT B]	
Contractors and MSMEs	
Two face-to-face two-hour workshops [PLEASE READ FROM TABLE C IN ATTACHMENT B]	
Total Amount for all workshops (IRR)	

****Note: please complete the cost breakdowns of workshop in Attachment B.**

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Table 3b: Breakdown of Other Costs

Description	Quantity	Unit Price (IRR)	Total Amount (IRR)
Transportation			
Transportation of Personnel			
Accommodation			
Accommodation of personnel during training sessions			
Reporting			
file/Zoonkan of project technical documents + DVD			
Out-of-Pocket Expenses			
Communication			
Other Costs: (please specify)			
Value added tax (VAT)			
Subtotal Other Costs:			

Table 4: Breakdown of Price per Deliverable/Activity

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

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



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,



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.
- 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



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)

“Technical and Vocational training for health-care workers, municipality personnel, contractors and small and medium-enterprises (MSMEs) on sanitary waste-handling to minimize risk of COVID-19 infections/ risk of transmission.”

GENERAL INFORMATION

Services/Work Description: Design and delivery of training courses for health-care workers, municipality personnel; contractors and micro, small and medium-enterprises (MSMEs) on sanitary waste-handling (to minimize risk of COVID-19 infections/ risk of transmission) in pilot areas.

Duration: Early June to September 20th, 2021

I. BACKGROUND / PROJECT DESCRIPTION

Municipal solid waste management has become one of the most critical environmental issues across countries nowadays. The pollution caused by waste disposal which manifested by leachate generation and greenhouse gas emissions in addition to wasting different types of energy to handle municipal wastes in Tehran City have led to focusing on the importance of waste recycling and waste management process.

On the other hand, the wide spread of COVID-19 has increased the volume of the waste along with the dangers imposed by municipal waste as health waste now. Improper management of the waste generated from health-care facilities and households may intensify the COVID-19 spread, specially in a metropolitan city such as Tehran with generation rate of about 7,000 tons of a variety of municipal solid waste on daily basis.

While, it is important to increase the public awareness and define new emergency policies and guidelines to ensure sustainable waste management during pandemic, it is also critical to train individuals dealing with waste management at different sectors such as waste handling and collection, waste processing, and waste disposal. Providing comprehensive training sessions would not only help to protect the safety of the associated individuals while dealing with the waste but also increase the efficiency of the management of the unusual waste generated during pandemic.

To minimize the risk of COVID-19 infections and risk of transmission by properly management of the waste, the United Nations Development Programme (UNDP) with collaboration of Tehran Waste Management Organization (TWMO) selected three targeted groups exposed to waste at different levels of waste management activities. The selected groups are categorized as (1) Health-care employees working in hospitals, (2) municipality personnel, and (3) contractors and MSMEs on sanitary waste-handling.

The provision of comprehensive training courses helps the targeted groups to minimize the spread of COVID-19 across the lifecycle, to understand the level of risk they encounter, and to learn about the precautionary measures that must be applied for the safe management of solid waste in response to the COVID-19 outbreak and the risk of future pandemics.



II. Consultancy objectives

The following objective shall be attained under this contract:

Overall objective: Increase awareness and building capacity on sanitary waste-handling (to minimize risk of COVID-19 infections/ risk of transmission) for three different target groups including:

1. Health-care employees working in hospitals, which has contracts with Tehran Waste Management Organization (TWMO) to handle their generated waste;
2. Tehran Municipality personnel working (a) in landfill and disposal sites (b) in waste processing sections (c) as supervisors and managers of the waste collection, processing and disposal projects;
3. Contractors and MSMEs working in sanitary waste handling sections.

Note:

The content of the training packages developed and provided may differ for each target group. All activities will benefit from close guidance and supervision of the UNDP technical team at every stage of the process.

III. SCOPE OF THE WORK

Output 1: Tailored **face-to face and/or online trainings** delivered to train 1750 individuals in three different target groups including:

1. Health-care employees:
 - 300 individuals dealing with healthcare waste in 153 hospitals which has contracts with TWMO to handle their generated waste
2. Municipality personnel:
 - 100 individuals working in landfill and disposal sites
 - 1000 individuals working in waste processing sections
 - 150 individuals working as supervisors and managers of the waste collection, processing and disposal projects
3. Contractors and MSMEs
 - 200 individuals working in sanitary waste collecting sections

Note: All individuals will be selected in consultation with TWMO.

Activity 1. Develop online and face-to-face comprehensive training packages relevant to the needs of each target groups

The training package shall be prepared in a comprehensive modular structure by the contractor. It must be developed relevant to the needs of each target groups listed above and should contain detailed methodology, comprehensive content and materials, and evaluation procedure (pre and post-questionnaire).

UNDP and Tehran Municipality (TM) will guide the service contractor to ensure the content of



the training course is in line with their expectations.

Activity 2. Provide vocational training sessions to the following targeted groups:

The service contractor will organize and deliver face-to-face and/or online interactive training sessions to each target groups which includes the following beneficiaries:

- Health-care employees;
- Municipality personnel;
- Contractors and MSMEs

The type of training provided may differ based on each target group needs. Prior to launching the training phase, the contractor shall submit a detailed Training Road Map to UNDP and TWMO approval, providing relevant details on training modalities and format, timeline, venue, tailored training plan per group of target beneficiaries. Furthermore, the designed training modalities should be compared with the best practices in other mega cities around the world.

In consultation with UNDP, the service contractor shall be in charge of coordinating and organizing training logistics and fully procuring required goods and services to deliver the training. For face-to-face training sessions, this will imply providing refreshments and 2GB flash memory containing course material (one per participant).

Responsibilities of the service contractor will also include tailoring the training methodology and material to the specific training needs of beneficiaries; identifying and hiring trainers; delivering and facilitating online and/or face-to-face trainings; and issuing training certificates. UNDP and Tehran Municipality shall support the contractor in the definition of an outreach strategy and the identification of training beneficiaries.

The workshops venue for two target groups including municipality personnel and contractors will be provided by TWMO. The workshop venue for health-care employees shall be designated by the selected contractor with further arrangement with Ministry of Health and Medical Education and/or hospitals management team.

Activity 3. Document lessons learned based on the pre and post questionnaire, share best practices and develop a roadmap for the institutionalization of the training package.

Upon completion of the training, the firm will document lessons learned, compile best practices, compile surveys result of trainees to gauge whether training objectives have been met and make recommendations for next steps. To promote the sustainability of results, the contractor will develop a roadmap/ action plan for the integration of the trainings into the curricula of relevant national entities.

IV. EXPECTED OUTPUTS AND DELIVERABLES

Based on the scope of work outlined above, the Consulting Institute will be expected to deliver the following outputs within the timeline below. All deliverables should be fully aligned with the technical and methodological guidance provided by UNDP. The expected structure and content of deliverables will be clarified by UNDP beforehand; each deliverable will go through at least two rounds of reviews prior to receiving final approval by UNDP. Deliverables should be provided in English and Farsi versions.



No.	Deliverables / Outputs	Estimated Duration to Complete	Review and Approvals Required
1	Action Plan describing the roadmap and methodology to conduct the assignment. Action plan & road map needs to be confirmed by UNDP and Tehran Municipality	Two weeks after signing contract	Yes (UNDP)
2	Standardized training package comprising PPT presentations, tailored plan per target group, timeline, practical/interactive/group exercises, videos, quizzes, end-of module questionnaires and assessments The training package needs to be confirmed by UNDP and Tehran Municipality. English and Farsi versions	One month after signing contract	Yes (UNDP)
3	<p>Holding training sessions for selected target groups:</p> <p><u>Health-care employees</u></p> <ul style="list-style-type: none"> - three face-to-face two-hour workshops for 300 individuals dealing with healthcare waste in 153 hospitals in Tehran (minimum two persons from each hospital). <p><u>Municipality personnel</u></p> <ul style="list-style-type: none"> - one face-to-face two-hour workshop for 100 individuals working in landfill and disposal sites in Tehran municipality - ten face-to-face two-hour workshops for 1000 individuals working in waste processing sections in Tehran municipality - two one-hour virtual workshops for 150 individuals working as supervisors and managers of the waste collection and processing projects in Tehran municipality <p><u>Contractors and MSMEs</u></p> <ul style="list-style-type: none"> • two face-to-face two-hour workshops for 200 individuals working in sanitary waste collecting sections in Tehran <p>Note: It is assumed that 100 individuals will participate in each face-to-face workshop considering the social distancing in a designated conference room. The number of face-to-face workshops may increase if there is no possibility to train this number of people simultaneously during COVID-19 pandemic. Further details on workshops materials are explained in “Scope of Work” section.</p> <p>The workshops venue for two target groups including municipality personnel and contractors will be provided by TWMO. The workshop venue for health-care employees shall be designated by</p>	Four months after signing the contract	Yes (UNDP)



	<p>the selected contractor with further arrangement with Ministry of Health and Medical Education and/or hospitals management team.</p> <p>For face-to-face training sessions, the service contractor shall be in charge of providing refreshments and 2 GB flash memory containing course material (one per participant).</p>		
4	<p>Final Report (in Farsi and English) including:</p> <ul style="list-style-type: none"> - Three chapters one per target area - Training agendas - Training and capacity-building objectives - Data on number and categories of people trained - Number of training sessions (face to face and online) - Description of tailored training packages delivered to each target group: Type, content and adjustments made to the training programme for each target group - Course evaluation (by trainees) - Data on change in target group awareness and knowledge on minimizing risk of COVID-19 infections/ risk of transmission. This must include pre and post evaluation of trainees - Results achieved - Documented lesson learned and best practices. - Roadmap for the institutionalization of the training package into the curricula of relevant authorities - Training needs of beneficiaries for next phase - Link to a data base of training participants <p><i>English and Farsi versions</i></p>	Five months after signing the contract	Yes (UNDP)

V. INSTITUTIONAL ARRANGEMENT / REPORTING RELATIONSHIPS

The consultant will work under the supervision of the UNDP Programme analyst or whomever he/she may delegate to, and in close collaboration with the Municipality of Tehran. The consultant is expected to submit the periodic reports (in English/ Farsi) as indicated in the deliverables to UNDP Iran office.

VI. DURATION OF THE WORK

The Contractor is expected to finalize the tasks from early June to September 20th, 2021.

VII. QUALIFICATIONS REQUIRED

Organizational:

The contractor/firm should:

Mandatory Qualifications:

- 3-5 years of experience in holding webinars and scientific/social events,
- 3-5 years of experience or at least 3 projects in the field of solid waste management or environment



Desirable Qualifications:

- Two years of experience working with TWMO or other waste management organizations,
- Previous experience of working/collaboration with UN agencies particularly UNDP and knowing their exigencies.

Technical Team:

A senior team leader should be assigned to coordinate the project throughout its entire course, with the following qualifications and background:

- M.Sc. degree in environmental/ chemical engineering, social sciences or environmental-related fields,
- 3 years of experience in team and project management and managing projects,
- 3 years of experience or 3 projects in training development and facilitation and workshops organization
- Having a good understanding of solid waste management, environmental policy and regulations, planning and budgeting is desired.
- Very good knowledge of written and spoken in Farsi and English,
- Having experience with UN Agencies is an advantage.

The Contractor should assign a technical team to undertake this activity. The minimum number of team members should be four including the team leader. Technical team members should collectively meet the below requirements and qualifications:

- B.Sc. degree in environmental/ chemical engineering, social sciences or environmental-related fields,
- Out of 3, two should have at least 2 years of working experience in training development and facilitation, including on-line training,
- Team members should have good knowledge of written and spoken Persian.

VIII. PAYMENT MILESTONES AND AUTHORITY

In full consideration for the services performed by the Contractor under the terms of this agreement the United Nation Development Program shall pay the contractor the total offered and approved amount upon verification by the relevant authorities that the services have been satisfactorily performed and according to the instalments stipulated in table below:

Installment of Payment/ Period	Deliverables or Documents to be Delivered	Expected delivery date	Percentage of Payment
1 st Installment	Deliverables 1	Two weeks after signing the contract	10%
2 nd Installment	Deliverables 2	One month after signing the contract	15%
3 rd Installment	Deliverables 3	Four months after signing the contract	50%
4 th installment	Deliverables 4	Five months after signing the contract	25%



- a) The contract's total payment is expected to cover travel, communication costs, costs of typing and preparing the soft and hard copies of documents and any other relevant administration and logistic –preparation costs regarding this activity.
- b) 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 total contract amount.
- c) Upon receiving and verification of deliverables, payments will be transferred by UNDP to the account number of the contractor introduced through an official letter indicating SHEBA (شبا) identification number.
- d) Each payment will be made within 30 days from receiving verification and request by UNDP.
- e) Payments will be made according to UNDP regulations as explained in the contract documents.
- f) TM's final approval is a pre-requisite for UNDP's verification for releasing the payment.