

## United Nations Development Programme



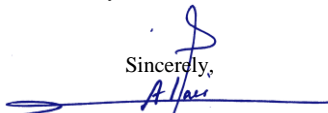
### **Procurement Notice and Request for Proposal National consultancy for Provision of technical support to improve HIV prevention and testing services under HIV/AIDS New Funding Model 3 (NFM 3)**

Date: 22 April 2021

Dear Madam/Sir,

We kindly request you to submit your Proposal for provision of technical support to improve HIV prevention and testing services under HIV/AIDS New Funding Model 3 (NFM 3).

Please be guided by the information provided below, in preparing your Proposal. Your Proposal must be expressed in English, and valid for a minimum period of 90 days.

Sincerely,  
  
Nazli Alavi  
Head of Procurement/Admin Unit

**Country:** Islamic Republic of Iran

**Description of the assignment:** The consultant shall ensure technical quality of activities as reflected in the approved GF project work plan, and in implementation of the joint work plan between UNDP-Global Fund and WO, under the supervision of the National Project Director and in close coordination with the Principal Recipient (UNDP Iran).

**Period of assignment/services:** The consultant is expected to complete the assignment in 180 working days from early-May 2021 till end- March 2022.

Proposal should be submitted to the below email address no later than Thursday, 6 May 2021 – 16:30 P.M Tehran local time.

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

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

**IRNUNDP21025**

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

Any request for clarification must be sent in writing, or by standard electronic communication to the UNDP mailing address or to [gagik.gevorkian@undp.org](mailto:gagik.gevorkian@undp.org). The procuring UNDP entity will respond in writing or by standard electronic mail.



## 1. BACKGROUND

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

The 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: Center for Communicable Disease Control of Ministry of Health and Medical Education (CDC), Welfare Organization (WO), Iranian Prisons Organization (PO).

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

For detailed information please see the Terms of Reference attached hereto as Annex I.

## 2. SCOPE OF WORK, RESPONSIBILITIES AND DESCRIPTION OF THE PROPOSED ANALYTICAL WORK

The consultant is expected to achieve the main following objectives:

- Improve the quality of reporting services in Drop-In Centers (DICs) and Women Centres of Welfare Organization.
- Improve the data collection system of DICs and Women Centres of WO
- Provision of administrative and logistical support
- Support to effective and efficient functioning of the Project unit at Welfare Organization, Prevention Department

For more information on scope of the work and detailed responsibilities please see the Terms of Reference attached hereto as Annex I.



### 3. REQUIREMENTS FOR EXPERIENCE AND QUALIFICATIONS

The Consultant is required to have the following eligibility criteria:

Academic Background:

- The consultant should hold a graduate level academic degree in the area of health and/or business administration

Experience:

- 5 years of relevant experience in administration or programme support service.
- Experience in working in the area of HIV/AIDS or harm reduction.
- Experience in working with WO is a plus.
- Experience in working with the UN agencies is a plus.
- Experience in the usage of computers and office software packages (MS Word, Excel, etc) and knowledge of spreadsheet and database packages, experience in handling of web- based management systems.

Competencies:

- Good knowledge of English and Farsi both written and speaking.

### 4. DOCUMENTS TO BE INCLUDED WHEN SUBMITTING THE PROPOSALS.

The individual offerors must submit the following documents/information to demonstrate their qualifications:

1. Proposal:

- (i) Explaining why the applicant is the most suitable for the work;
- (ii) Provide a brief methodology on how the applicant will approach and conduct the work;

The proposal should be prepared in accordance with the templates provided in Annex III, Individual's Information Sheets.

2. Financial proposal:

The financial proposal should be submitted in accordance with the Financial Proposal Template attached hereto as Annex IV.

3. Personal CV including past experience in similar projects and at least two references.

### 4. FINANCIAL PROPOSAL

• **Contracts based on daily fee**

The financial proposal will specify the daily fee, travel expenses and per diems quoted in separate line items, and payments are made to the Individual Consultant based on the number of days worked.



## 5. EVALUATION

Individual consultants will be evaluated based on the following methodology:

### Cumulative analysis

The award of the contract should be made to the individual consultant whose offer has been evaluated and determined as:

- a) Responsive/compliant/acceptable, and
- b) Having received the highest score out of a pre-determined set of weighted technical and financial criteria specific to the solicitation (Please see below).
  - Technical Criteria weight; 70%
  - Financial Criteria weight; 30%

Only if the candidate obtains a minimum of 70% of technical score (490 out of 700 point) in technical evaluation would be considered for the Financial Evaluation.

Technical Evaluation Criteria	Max. Point
<ul style="list-style-type: none"> <li>- A graduate level academic degree in the area of health and/or business administration.</li> <li>- 5 years of relevant experience in administration or programme support service.</li> <li>- Experience in working in the area of HIV/AIDS or harm reduction.</li> <li>- Experience in working with WO is a plus.</li> <li>- Experience in working with the UN agencies is a plus.</li> <li>- Experience in the usage of computers and office software packages (MS Word, Excel, etc) and knowledge of spreadsheet and database packages, experience in handling of web- based management systems.</li> <li>- Good knowledge of English and Farsi both written and speaking.</li> </ul>	70%
<b>Proposal and Methodology</b> <ul style="list-style-type: none"> <li>- Methodology and approach for carrying out the activities and obtaining the expected outputs;</li> <li>- Understanding of the expected challenges and problems in implementation of this work and explain your approach to address and resolve them;</li> </ul>	30%
<b>Total</b>	<b>100%</b>



## Annex I

### Terms of Reference (TOR)

#### Provision of technical support to improve HIV prevention and testing services under HIV/AIDS New Funding Model 3 (NFM 3)

#### Sub-Recipient: Welfare Organization (WO)

#### Background:

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

The Goals of the project are:

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

And the objectives 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: Center for Communicable Disease Control of Ministry of Health and Medical Education (CDC), Welfare Organization (WO), Iranian Prisons Organization (PO).

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

#### Objectives:

This consultancy assignment aims to bring on board one Individual Contractor in the WO- Project Office (Prevention Department) to ensure technical quality of activities as reflected in the approved GF project work plan, and in implementation of the joint work plan between UNDP-Global Fund and WO, under the supervision of the National Project Director and in close coordination with the Principal Recipient (UNDP Iran).

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The consultant is expected to achieve the main following objectives:

- Improve the quality of reporting services in Drop-In Centers (DICs) and Women Centres of Welfare Organization.
- Improve the data collection system of DICs and Women Centres of WO
- Provision of administrative and logistical support
- Support to effective and efficient functioning of the Project unit at Welfare Organization, Prevention Department

### Duration of work:

Under this assignment, the consultant shall complete up to 180 working days over the period early-May 2021 to end-March 2022

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### Location:

Welfare Organization – Prevention Department

### Direct Supervision:

The consultant shall work under direct supervision of the WO Head of Prevention Deputy (National Project Director) and in close coordination with WO Project Focal Point.

### Detailed Responsibilities:

The consultant is responsible to provide the following services:

- Collection, review, and monitoring of information/ data/inputs and support the preparation of technical and financial reports for the WO national reporting system and UNDP-Global Fund project.
- Managing the data collection from WO offices in other provinces and WO's settings such as harm reduction centres.
- Preparation of all necessary documentation, implementation of follow-up actions.
- Maintenance of records and files on data system of national and project indicators.
- Maintenance of the filing system on procurement of items (such as PPEs procured for WO to response to COVID-19) and keeping a detailed monitoring log of distribution.
- Ensure timely and quality provision of programme and financial reports such as FACE forms, supporting documents including direct payments, progress reports in accordance with UNDP rules and regulations.
- Participate in the field visit (when needed) and relevant meetings/ events supported by UNDP to monitor the implementation of programme intervention and collect relevant data and documents and prepare reports.
- Draft correspondence with relevant partners as requested.

### Deliverables:

- Monthly progress report on collection, review, and monitoring of data/inputs/indicators from other provinces and WO's settings as well as the administrative and logistic support provided to the SR.

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### Verification:

Upon due verification of each deliverable by the National Project Director the latter official will formally inform UNDP through provision of an official letter and relevant supporting document.

### Qualification, Experience, and other Requirements:

#### Experience:

- 5 years of relevant experience in administration or programme support service.
- Experience in working in the area of HIV/AIDS or harm reduction.
- Experience in working with WO is a plus.
- Experience in working with the UN agencies is a plus.
- Experience in the usage of computers and office software packages (MS Word, Excel, etc) and knowledge of spreadsheet and database packages, experience in handling of web-based management systems.
- Good knowledge of English and Farsi both written and speaking.

#### Academic Background:

- The consultant should hold a graduate level academic degree in the area of health and/or business administration.

### Payment Term:

As full consideration for the services performed by the contractor under the terms of this agreement the United Nation Development Program shall make the payment to the contractor on monthly basis upon certification that the services have been satisfactorily performed, based on actual days worked in each month and against submission of signed and approved timesheet, Invoice and Certification of Payment form (COP).

- Payments will be made according to UNDP regulations as explained in the contract documents.
- Each payment will be made in Iranian Rial within 30 days from receipt of UNDP's verification and payment request.
- Upon receiving and verification of deliverables payments will be transferred by UNDP to the IRR account number of the consultant introduced through an official letter indicating SHEBA (شبا) identification number.
- Final approval by National Project Director is a pre-requisite for releasing the payment.
- Confirmation of National Project Director on delivery by the Consultant, and acceptance by the WO and UNDP of all the final deliverables is prerequisite to the final payment.
- The national consultant shall not do any work, provide any equipment, materials and supplies or perform any other services which may result in any cost in excess of the abovementioned amount.
- The contract's total payment is expected to cover travel cost to join the duty station communication costs, costs of typing and preparing the soft and hard copies of documents and any other relevant costs regarding this activity.
- The travel costs to join duty station and repatriation, if applicable, shall be included in the financial proposal.
- For any unforeseen travel, the travel costs including tickets, accommodation and living allowances should be agreed upon, between UNDP and Individual Contractor, prior to travel and will be reimbursed by UNDP according to UNDP's rules and regulations. UNDP should

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not accept travel costs exceeding those of an economy class ticket. Should the contractor wish to travel on a higher class he/she should do so using their own resources. The cost of each mission is payable only against submission of boarding passes and the Travel Claim Form (F10).

### **Travel Requirements:**

If travel is required under the contract, the individual consultant shall:

- Obtain the required Security Clearance from UNDP office (the details of travel including date of departure and arrival, accommodation and purpose of travel shall be submitted to UNDP office 2 working days before date of travel);
- Undertake the training courses on BSAFE and provide UNDP with the certificate. The link to access the course is <https://training.dss.un.org/course/category/6>
- Undertake a full medical examination including x-rays and obtain medical clearance from an UN-approved physician. This is only applicable for the Consultant on the age of 65 years or more.
- all ICs who will be hired during the COVID-19 Pandemic period are required to submit "Statement of Good Health" based on the WHO information on the impact of COVID-19 on individuals with underlining conditions before their travel.
- The Contractor shall consult with the delegated authorities on the bases on Travel requirements before date of departure and arrival and inform UNDP accordingly.





## Annex II

### GENERAL CONDITIONS OF CONTRACTS FOR THE SERVICE OF INDIVIDUAL CONTRACTORS

**1. LEGAL STATUS:** The Individual contractor shall have the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP), and shall not be regarded, for any purposes, as being either a “staff member” of UNDP, under the UN Staff Regulations and Rules, or an “official” of UNDP, for purposes of the Convention on the Privileges and Immunities of the United Nations, adopted by the General Assembly of the United Nations on 13 February 1946. Accordingly, nothing within or relating to the Contract shall establish the relationship of employer and employee, or of principal and agent, between UNDP and the Individual contractor. The officials, representatives, employees or subcontractors of UNDP and of the Individual contractor, if any, shall not be considered in any respect as being the employees or agents of the other, and UNDP and the Individual contractor shall be solely responsible for all claims arising out of or relating to their engagement of such persons or entities.

**2. STANDARDS OF CONDUCT:** In General: The Individual contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of his or her obligations under the Contract. Should any authority external to UNDP seek to impose any instructions regarding the Individual contractor's performance under the Contract, the Individual contractor shall promptly notify UNDP and shall provide all reasonable assistance required by UNDP. The Individual contractor shall not take any action in respect of his or her performance of the Contract or otherwise related to his or her obligations under the Contract that may adversely affect the interests of UNDP. The Individual contractor shall perform his or her obligations under the Contract with the fullest regard to the interests of UNDP. The Individual contractor warrants that she or he has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent of UNDP. The Individual contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of his or her obligations under the Contract. In the performance of the Contract the Individual contractor shall comply with the standards of conduct set in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission”. The Individual contractor must comply with all security directives issued by UNDP.

**Prohibition of Sexual Exploitation and Abuse:** In the performance of the Contract, the Individual contractor shall comply with the standards of conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse”. In particular, the Individual contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

The Individual contractor acknowledges and agrees that any breach of any of the provisions hereof shall constitute a breach of an essential term of the Contract, and, in addition to any other legal rights or remedies available to any person, shall give rise to grounds for suspension or termination of the Contract. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the foregoing standards of conduct or any other terms of the Contract to the relevant national authorities for appropriate legal action.

**3. TITLE RIGHTS, COPYRIGHTS, PATENTS AND OTHER PROPRIETARY RIGHTS:** Title to any equipment and supplies that may be furnished by UNDP to the Individual contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment and



supplies shall be returned to UNDP at the conclusion of the Contract or when no longer needed by the Individual contractor. Such equipment and supplies, when returned to UNDP, shall be in the same condition as when delivered to the Individual contractor, subject to normal wear and tear, and the Individual contractor shall be liable to compensate UNDP for any damage or degradation of the equipment and supplies that is beyond normal wear and tear.

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 Individual contractor has developed for 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 Individual contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP. However, to the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Individual contractor: (a) that pre-existed the performance by the Individual contractor of his or her obligations under the Contract, or (b) that the Individual contractor may develop or acquire, or may have developed or acquired, independently of the performance of his or her obligations under the Contract, UNDP does not and shall not claim any ownership interest thereto, and the Individual contractor grants to 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. At the request of UNDP, the Individual contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to UNDP in compliance with the requirements of the applicable law and of the Contract. 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 Individual contractor under the Contract shall be the property of UNDP, shall be made available for use or inspection by 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 services under the Contract.

**4. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:** Information and data that are considered proprietary by either UNDP or the Individual contractor or that are delivered or disclosed by one of them ("Discloser") to the other ("Recipient") during the course of performance of the Contract, and that are designated as confidential ("Information"), shall be held in confidence and shall be handled as follows. The Recipient of such Information shall 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 the Recipient may otherwise use the Discloser's Information solely for the purpose for which it was disclosed. The Recipient may disclose confidential Information to any other party with the Discloser's prior written consent, as well as to the Recipient's officials, representatives, employees, subcontractors and agents who have a need to know such confidential Information solely for purposes of performing obligations under the Contract. Subject to and without any waiver of the privileges and immunities of UNDP, the Individual contractor may disclose Information to the extent required by law, *provided that* the Individual contractor will give UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made. UNDP may disclose Information to the extent required pursuant to the Charter of the United Nations, resolutions or regulations of the General Assembly or its other governing bodies, or rules promulgated by the Secretary-General. 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. 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. Notwithstanding the foregoing, the Individual contractor acknowledges that UNDP may, in its sole discretion, disclose the purpose, type, scope, duration and value of the Contract, the name of the Individual contractor, and any relevant information related to the award of the Contract.

**5. TRAVEL, MEDICAL CLEARANCE AND SERVICE INCURRED DEATH, INJURY OR ILLNESS:** If the Individual contractor is required by UNDP to travel beyond commuting distance from the Individual contractor's usual place of residence, and upon prior written agreement, such travel shall be at the expense of UNDP. Such travel shall be at economy fare when by air.

UNDP may require the Individual contractor to submit a "statement of good health" from a recognized physician prior to commencement of services in any offices or premises of UNDP, or before engaging in any travel required by UNDP, or connected with the performance of the Contract. The Individual contractor shall provide such a statement as soon as practicable following such request, and prior to engaging in any such travel, and the Individual contractor warrants the accuracy of any such statement, including, but not limited to, confirmation that the Individual contractor has been fully informed regarding the requirements for inoculations for the country or countries to which travel may be authorized.

In the event of death, injury or illness of the Individual contractor which is attributable to the performance of services on behalf of UNDP under the terms of the Contract while the Individual contractor is traveling at UNDP expense or is performing any services under the Contract in any offices or premises of UNDP, the Individual contractor or the Individual contractor's dependents, as appropriate, shall be entitled to compensation equivalent to that provided under the UNDP insurance policy, available upon request.

**6. PROHIBITION ON ASSIGNMENT; MODIFICATIONS:** The Individual contractor may not assign, delegate, transfer, pledge or make any other disposition of the Contract, of any part thereof, or of any of the rights, claims or obligations under the Contract except with the prior written authorization of UNDP, and any attempt to do so shall be null and void. The terms or conditions of any supplemental undertakings, licenses or other forms of Contract concerning any goods or services to be provided under the Contract shall not be valid and enforceable against UNDP nor in any way shall constitute a contract by UNDP thereto, unless any such undertakings, licenses or other forms of contract are the subject of a valid written undertaking by UNDP. No modification or change in the Contract shall be valid and enforceable against UNDP unless provided by means of a valid written amendment to the Contract signed by the Individual contractor and an authorized official or appropriate contracting authority of UNDP.

**7. SUBCONTRACTORS:** In the event that the Individual contractor requires the services of subcontractors to perform any obligations under the Contract, the Individual contractor shall obtain the prior written approval of UNDP for any such subcontractors. UNDP may, in its sole discretion, reject any proposed subcontractor or require such subcontractor's removal without having to give any justification therefore, and such rejection shall not entitle the Individual contractor to claim any delays in the performance, or to assert any excuses for the non-performance, of any of his or her obligations under the Contract. The Individual contractor shall be solely responsible for all services and obligations performed by his or her subcontractors. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with, all of the terms and conditions of the Contract.

**8. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF THE UNITED NATIONS:** The Individual contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with UNDP, nor shall the Individual contractor, in any manner whatsoever, use the name, emblem or official seal of UNDP, or any



abbreviation of the name of UNDP, in connection with his or her business or otherwise without the written permission of UNDP.

**9. INDEMNIFICATION:** The Individual contractor shall indemnify, defend, and hold and save harmless UNDP, and its officials, agents and employees, from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature, including, but not limited to, all litigation costs and expenses, attorney's fees, settlement payments and damages, based on, arising from, or relating to: (a) allegations or claims that the use by UNDP of any patented device, any copyrighted material or any other goods or services provided to UNDP for its use under the terms of the Contract, in whole or in part, separately or in combination, constitutes an infringement of any patent, copyright, trademark or other intellectual property right of any third party; or (b) any acts or omissions of the Individual contractor, or of any subcontractor or anyone directly or indirectly employed by them in the performance of the Contract, which give rise to legal liability to anyone not a party to the Contract, including, without limitation, claims and liability in the nature of a claim for workers' compensation.

**10. INSURANCE:** The Individual contractor shall pay UNDP promptly for all loss, destruction or damage to the property of UNDP caused by the Individual contractor, or of any subcontractor, or anyone directly or indirectly employed by them in the performance of the Contract. The Individual contractor shall be solely responsible for taking out and for maintaining adequate insurance required to meet any of his or her obligations under the Contract, as well as for arranging, at the Individual contractor's sole expense, such life, health and other forms of insurance as the Individual contractor may consider to be appropriate to cover the period during which the Individual contractor provides services under the Contract. The Individual contractor acknowledges and agrees that none of the insurance arrangements the Individual contractor shall, in any way, be construed to limit the Individual contractor's liability arising under or relating to the Contract.

**11. ENCUMBRANCES AND LIENS:** The Individual contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with UNDP against any monies due to the Individual contractor or to become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Individual contractor.

**12. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:** In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Individual contractor shall give notice and full particulars in writing to UNDP of such occurrence or cause if the Individual contractor is thereby rendered unable, wholly or in part, to perform his or her obligations and meet his or her responsibilities under the Contract. The Individual contractor shall also notify UNDP of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with the performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in conditions or occurrence, the Individual contractor shall also submit a statement to UNDP of estimated expenditures that will likely be incurred for the duration of the change in conditions or the event. On receipt of the notice or notices required hereunder, UNDP shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Individual contractor of a reasonable extension of time in which to perform any obligations under the Contract or suspension thereof.

*Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Individual contractor. The Individual contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Individual contractor must perform in or for any areas in



which UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delay 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.

**13. TERMINATION:** Either party may terminate the Contract, in whole or in part, upon giving written notice to the other party. The period of notice shall be five (5) days in the case of contracts for a total period of less than two (2) months and fourteen (14) days in the case of contracts for a longer period. The initiation of conciliation or arbitral proceedings, as provided below, shall not be deemed to be a “cause” for or otherwise to be in itself a termination of the Contract. UNDP may, without prejudice to any other right or remedy available to it, terminate the Contract forthwith in the event that: (a) the Individual contractor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent; (b) the Individual contractor is granted a moratorium or a stay or is declared insolvent; (c) the Individual contractor makes an assignment for the benefit of one or more of his or her creditors; (d) a Receiver is appointed on account of the insolvency of the Individual contractor; (e) the Individual contractor offers a settlement in lieu of bankruptcy or receivership; or (f) UNDP reasonably determines that the Individual contractor has become subject to a materially adverse change in financial condition that threatens to endanger or otherwise substantially affect the ability of the Individual contractor to perform any of the obligations under the Contract.

In the event of any termination of the Contract, upon receipt of notice of termination by UNDP, the Individual contractor shall, except as may be directed by UNDP in the notice of termination or otherwise in writing: (a) take immediate steps to bring the performance of any obligations under the Contract to a close in a prompt and orderly manner, and in doing so, reduce expenses to a minimum; (b) refrain from undertaking any further or additional commitments under the Contract as of and following the date of receipt of such notice; (c) deliver all completed or partially completed plans, drawings, information and other property that, if the Contract had been completed, would be required to be furnished to UNDP thereunder; (d) complete performance of the services not terminated; and (e) take any other action that may be necessary, or that UNDP may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Individual contractor and in which UNDP has or may be reasonably expected to acquire an interest.

In the event of any termination of the Contract, UNDP shall only be liable to pay the Individual contractor compensation on a pro rata basis for no more than the actual amount of work performed to the satisfaction of UNDP in accordance with the requirements of the Contract. Additional costs incurred by UNDP as a result of termination of the Contract by the Individual contractor may be withheld from any amount otherwise due to the Individual contractor by UNDP.

**14. NON-EXCLUSIVITY:** UNDP shall have no obligation respecting, and no limitations on, its right to obtain goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

**15. TAXATION:** Article II, 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 restrictions, 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 exemptions of the United Nations from such taxes, restrictions, duties or charges, the Individual contractor shall immediately consult with UNDP to determine a mutually acceptable procedure. UNDP shall have no liability for taxes, duties or other similar charges payable by the Individual contractor in respect of any amounts paid to the



Individual contractor under this Contract, and the Individual contractor acknowledges that UNDP will not issue any statements of earnings to the Individual contractor in respect of any such payments.

**16. AUDITS AND INVESTIGATIONS:** Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP. The Individual contractor acknowledges and agrees that UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, and the obligations performed thereunder.

The Individual contractor shall provide full and timely cooperation with any post-payment audits or investigations hereunder. Such cooperation shall include, but shall not be limited to, the Individual contractor's obligation to make available any relevant documentation and information for the purposes of a post-payment audit or an investigation at reasonable times and on reasonable conditions. The Individual contractor shall require his or her employees, subcontractors and agents, if any, including, but not limited to, the Individual contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNDP hereunder.

If the findings or circumstances of a post-payment audit or investigation so warrant, UNDP may, in its sole discretion, take any measures that may be appropriate or necessary, including, but not limited to, suspension of the Contract, with no liability whatsoever to UNDP.

The Individual contractor shall refund to UNDP any amounts shown by a post-payment audit or investigation to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. Such amount may be deducted by UNDP from any payment due to the Individual contractor under the Contract.

The right of UNDP to conduct a post-payment audit or an investigation and the Individual contractor's obligation to comply with such shall not lapse upon expiration or prior termination of the Contract.

### **17. SETTLEMENT OF DISPUTES:**

**AMICABLE SETTLEMENT:** UNDP and the Individual contractor shall use their best efforts to amicably settle any dispute, controversy or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

**ARBITRATION:** Any dispute, controversy or claim between the parties arising out of the Contract, or the breach, termination, or invalidity thereof, unless settled amicably, as provided above, shall be referred by either of the parties 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,

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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.

**18. LIMITATION ON ACTIONS:** Except with respect to any indemnification obligations in Article 9, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 17, above, arising out of the Contract must be commenced within three (3) years after the cause of action has accrued.

The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

**19. PRIVILEGES AND IMMUNITIES:** Nothing in or relating to the Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

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## Annex III

### Individual's Information Sheets

**National consultancy for Provision of technical support to improve HIV prevention and testing services under HIV/AIDS New Funding Model 3 (NFM 3)**

**(Please type)**

(Please type)	
<b>General Information:</b>	
<b>Full name of individual:</b> <b>Home address:</b>  <b>Telephone no.:</b> <b>Fax no.:</b> <b>E-mail address:</b> <i>Please attach your CV/resume.</i>	
<b>References: Please provide the full names and contact details of at least two people (not related to you) or organizations/companies with whom/which you have had previous work experience. Please note that if selected, these referees will be contacted for the purpose of reference checking.</b>	
1) Full name of referee:	
Position/occupation:	
Telephone no.:	
E-mail address:	
2) Full name of referee:	
Position/occupation:	
Telephone no.:	
E-mail address:	
3) Full name of referee:	
Position/occupation:	
Telephone no.:	
E-mail address:	

Please list your similar previous activities (at least one case) with description of services provided by you.	
1)	
2)	
3)	



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**Please write a summary of your educational background and relevant experiences in below fields:**

- Write about your University Degree/s:
- Write about your experience and skills in below areas:
  - Experience in administration or programme support service;
  - Experience in working in the area of HIV/AIDS or harm reduction;
  - Experience in working with WO;
  - Experience in working with the UN agencies;
  - Experience in the usage of computers and office software packages (MS Word, Excel, etc) and knowledge of spreadsheet and database packages, experience in handling of web- based management systems .
- Your knowledge of English (reading, writing and speaking), please rate yourself.
  - ☐ No proficiency
  - ☐ Elementary proficiency
  - ☐ Limited working proficiency
  - ☐ Professional working proficiency
  - ☐ Full Professional proficiency

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**Letter of interest: Please write (or attach), in no more than one page, about your motivation and interest in this activity and its relevance to your qualifications and previous work experience as well as why you consider yourself suitable for the work and a brief methodology on how you will approach & conduct the work.**

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

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

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

**Attachments:**

*Please attach following documents:*

- CV
- Any other relevant documents including copy of contracts, publications, etc.

*Other explanations:*

**Name and signature of the individual**

**Name:**

**Signature:**

**Date:**

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

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**Annex IV  
Financial Proposal**

The offeror is asked to provide a Financial Proposal with indicating the daily fee for the required duration to accomplish the deliverables defined in the Terms of Reference.

**Breakdown of Cost by Components:**

Description of Output/Deliverables	Expected no. of working Days	Unit Cost (IRR)	Amount (IRR)
Consultancy Fee	180		
Miscellaneous cost (if any, please specify the type of cost you are referring to)			
<b>Total Offered Amount - IRR</b>			

Signature:

Name:

Date:

**Important Notes:**

- The daily fee is the consultancy fee being offered by the offeror and will be unchanged during the life-time of the contract.
- The payments will be made based on the actual days worked during the reporting cycle and based on the offered daily fee.
- The maximum acceptable working days during a month based on UNDP rules and regulations is 22.
- Based on UNDP rules and regulations, the national consultants should quote their financial proposal in local currency (IRR) and accordingly, the contract and the payments will be in IRR. In no circumstances, the contract currency will be subject to change. Therefore, the hard currency fluctuations will not have any effect on the contract.

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**Annex V**

**OFFEROR'S LETTER TO UNDP  
CONFIRMING INTEREST AND AVAILABILITY  
FOR THE INDIVIDUAL CONTRACTOR (IC) ASSIGNMENT**

Date \_\_\_\_\_

Nazli Alavi  
United Nations Development Programme  
No.8, Shahrzad Blvd., Darrous, Tehran, 1948773911, Iran

Dear Sir/Madam:

I hereby declare that:

- A) I have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities of [*indicate title of assignment*] under the [*state project title*];
- B) I have also read, understood and hereby accept UNDP's General Conditions of Contract for the Services of the Individual Contractors;
- C) I hereby propose my services and I confirm my interest in performing the assignment through the submission of my CV which I have duly signed and attached hereto as Annex 1;
- D) In compliance with the requirements of the Terms of Reference, I hereby confirm that I am available for the entire duration of the assignment, and I shall perform the services in the manner described in my proposed approach/methodology which I have attached hereto as Annex 3 [*delete this item if the TOR does not require submission of this document*];
- E) I hereby propose to complete the services based on the following payment rate: [*please check the box corresponding to the preferred option*]:
  - ☐ An all-inclusive daily fee of [*state amount in words and in numbers indicating currency*]
  - ☐ A total lump sum of [*state amount in words and in numbers, indicating exact currency*], payable in the manner described in the Terms of Reference.
- F) For your evaluation, the breakdown of the abovementioned all-inclusive amount is attached hereto as Annex 2;
- G) I recognize that the payment of the abovementioned amounts due to me shall be based on my delivery of outputs within the timeframe specified in the TOR, which shall be subject to UNDP's review, acceptance and payment certification procedures;
- H) This offer shall remain valid for a total period of \_\_\_\_\_ days [*minimum of 90 days*] after the submission deadline;

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I) I confirm that I have no first degree relative (mother, father, son, daughter, spouse/partner, brother or sister) currently employed with any UN agency or office *[disclose the name of the relative, the UN office employing the relative, and the relationship if, any such relationship exists];*

J) If I am selected for this assignment, I shall *[please check the appropriate box]:*

- ☐ Sign an Individual Contract with UNDP;
- ☐ Request my employer *[state name of company/organization/institution]* to sign with UNDP a Reimbursable Loan Agreement (RLA), for and on my behalf. The contact person and details of my employer for this purpose are as follows:

\_\_\_\_\_

K) I hereby confirm that *[check all that applies]:*

- ☐ At the time of this submission, I have no active Individual Contract or any form of engagement with any Business Unit of UNDP;
- ☐ I am currently engaged with UNDP and/or other entities for the following work:

Assignment	Contract Type	UNDP Business Unit / Name of Institution/Company	Contract Duration	Contract Amount

- ☐ I am also anticipating conclusion of the following work from UNDP and/or other entities for which I have submitted a proposal:

Assignment	Contract Type	Name of Institution/ Company	Contract Duration	Contract Amount

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L) I fully understand and recognize that UNDP is not bound to accept this proposal, and I also understand and accept that I shall bear all costs associated with its preparation and submission and that UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.

M) **If you are a former staff member of the United Nations recently separated, please add this section to your letter:** I hereby confirm that I have complied with the minimum break in service required before I can be eligible for an Individual Contract.

N) I also fully understand that, if I am engaged as an Individual Contractor, I have no expectations nor entitlements whatsoever to be re-instated or re-employed as a staff member.

O) Are any of your relatives employed by UNDP, any other UN organization or any other public international organization?

YES ☐ NO ☐ If the ☐wer is "yes", give the following information:

Name	Relationship	Name of International Organization

P) Do you have any objections to our making enquiries of your present employer?

YES ☐ NO ☐

Q) Are you now, or have you ever been a permanent civil servant in your government's employ?

YES ☐ NO ☐ If answer is "yes", WHEN?

R) REFERENCES: List three persons, not related to you, who are familiar with your character and qualifications.

Full Name	Full Address	Business or Occupation



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- S) Have you been arrested, indicted, or summoned into court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for the violation of any law (excluding minor traffic violations)?  
YES ☐ NO ☐ If "yes", give full particulars of each case in an attached statement.

I certify that the statements made by me in answer to the foregoing questions are true, complete and correct to the best of my knowledge and belief. I understand that any misrepresentation or material omission made on a Personal History form or other document requested by the Organization may result in the termination of the service contract or special services agreement without notice.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

NB. You will be requested to supply documentary evidence which support the statements you have made above. Do not, however, send any documentary evidence until you have been asked to do so and, in any event, do not submit the original texts of references or testimonials unless they have been obtained for the sole use of UNDP.