



REQUEST FOR PROPOSAL (RFP)

Date: 11 October 20210

Dear Sir/Madam,

We kindly request you to submit your Proposal for Conducting a rapid needs assessment on the needs of women who use drugs on treatment and rehabilitation of drug use disorders - Phase I.

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 Tuesday, 26 October 2021 (proposals cannot be received after 16:30 local time) and via below email address:

bid.ir@undp.org

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

IRNUNDP21040

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

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

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

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

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to



the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex III.

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Nazli Alavi', is written over a horizontal line.

Nazli Alavi
Procurement Analyst
Head of Procurement Unit

Enclosed Documents:

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

Annex I

Description of Requirements

Context of the Requirement	<p>People with drug use problems often face dehumanizing discriminatory manners and encounter health-care systems that are reluctant to provide services to them.¹ Stigma against women with drug use problems starts from within the family resulting early loss of their social and family support. Moreover, women with addiction often internalise this external stigma reproaching themselves giving way to negative self-perceptions further deterring their referral to harm reduction and health care services and impacts the self-efficacy of these women even more negatively.²</p> <p>Besides the massive problem of drug use the national response in Iran has been vast in terms of establishing treatment and harm reduction services. According to latest reports of the DCHQ on Drug Control in Iran there are over 7,000 treatment centres providing various treatment modalities in outpatient and residential settings in the country to about 1,000,000 of people seeking drug use treatment. Moreover ca. 100,000 people with drug use disorders are receiving harm reduction services throughout the country. These statistics are not disaggregated by sex and so the number of women receiving treatment and harm reduction services is not known well. Such women-only drug harm reduction and treatment centres have been established in the country since 2000's. Still factors influencing service utilization need to be addressed and barriers to access of services need to be eliminated to ensure proper effectiveness of the services³. Many studies conducted in the country appraise that women with drug use disorders are underrepresented among clients referring to treatment and harm reduction services. The same studies attribute the underutilization of these services to: the high levels of stigma and discrimination, the complexity of life situations of the women involved in drug use and required psychosocial and motivational interventions and the lack of responsiveness of</p>
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¹ Sattler Sebastian, Zolala Farzaneh, Baneshi Mohammad Reza, Ghasemi Javad, Amirzadeh Googhari Saber (2021) Public Stigma Toward Female and Male Opium and Heroin Users. An Experimental Test of Attribution Theory and the Familiarity Hypothesis; *Frontiers in Public Health*: Vol 9, 2021, 341; doi: 10.3389/fpubh.2021.652876

² Same as 3 [Merghati Khoei, E., Jamshidimanesh, M., Emamian, M. H., Sheikhan, F., Dolan, K., & Brady, K. T. (2018). Veiled Truths: Iranian Women and Risky Sexual Behavior in the Context of Substance Use. *Journal of reproduction & infertility*, 19(4), 237–246].

³ Alam-mehrjerdi, Z., Daneshmand, R., Samiei, M., Samadi, R., Abdollahi, M., & Dolan, K. (2016). Women-only drug treatment services and needs in Iran: the first review of current literature. *Daru : journal of Faculty of Pharmacy, Tehran University of Medical Sciences*, 24, 3. <https://doi.org/10.1186/s40199-016-0141-1>

	<p>the services to the special needs of these women in the first place.⁴</p> <p>For more information please see Annex V</p>
Implementing Partner of UNDP	Not Applicable
Brief Description of the Required Services	It is expected that the contracted institute sets-up a research team led by a head consultant and assesses characteristics and need of women with drug use disorders for entering and adhering in treatment based on a combined quantitative and qualitative methodology.
List and Description of Expected Outputs to be Delivered	<ol style="list-style-type: none"> 1. A report on mapping all existing women-only drug use disorders treatment centres in Tehran and Alborz. 2. Designed Methodology framework for the quantitative evaluation. 3. Report on the conducted quantitative study. 4. Report on the conducted qualitative study. 5. Final comprehensive report.
Person to Supervise the Work/Performance of the Service Provider	UNODC
Frequency of Reporting	Please see Annex V, Terms of Reference
Progress Reporting Requirements	As stipulated in the ToR
Location of work	The work will be conducted in Tehran and Alborz provinces in Iran.
Expected duration of work	Five months
Target start date of Contract	Early November 2021
Latest completion date of Contract	31 March 2022
Travels Expected	Required
Special Security Requirements	As per the requirements of the Work
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Not Applicable
Implementation Schedule indicating breakdown and timing of activities/sub-activities	Required
Names and curriculum vitae of individuals who will be involved in completing the services	Required
Currency of Proposal	IRR
Value Added Tax on Price Proposal	Must be inclusive of VAT and other applicable indirect taxes

⁴ Rahimi Movaghar A, Malayerikhah Langroodi Z, Delbarpour Ahmadi S, Amin Esmaeili M. A Qualitative Study of Specific Needs of Women for Treatment of Addiction. IJPCP. 2011; 17 (2) :116-125; URL: <http://ijpcp.iuums.ac.ir/article-1-1345-en.html>



Validity Period of Proposals (Counting for the last day of submission of quotes)	90 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 V, TOR
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	United Nations Office on Drugs and Crime in Iran (UNODC)
Type of Contract to be Signed	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>Technical Proposal (70%)</p> <ul style="list-style-type: none"> • Expertise of the Firm - 25% • Methodology and Action Plan – 40% • Qualification of Key Personnel – 35% <p>Financial Proposal (30%)</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, Annex III) General Terms and Conditions / Special Conditions (Annex IV) ⁵ Detailed Terms of Reference (Annex V)

⁵Service 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.



Contact Person for Inquiries (Written inquiries only) ⁶	<p>Focal Person in UNDP: Mr. Gagik Gevorkian Address: No. 8 Shahrzad Blvd, Darrous, Tehran – Iran Fax No.: +98 21 - 22 86 95 47 E-mail address dedicated for this purpose: gagik.gevorkian@undp.org</p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	<p>Your offer comprising of complete and signed technical and financial proposals should be sent via Email to bid.ir@undp.org.</p>

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.

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.

⁶This 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 11 October 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.

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

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

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Item A-a

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

Item A-b

Legal and Registration Information: <i>Please attach the registration certificates of firm/organization.</i>
<ul style="list-style-type: none">• Organization's year of establishment (سال شروع فعالیت):• Organization's official registration date (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):

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

Item A-c

Please explain if your organization:

- Has at least 5 years of working in fields related to drug dependence.
- Has experience of research activities with epidemiological quantitative and qualitative elements proven by published articles in international scientific journals in English.
- has treatment programme(s) for women with drug use disorders at least for 2 years
- Can introduce a head consultant, who is willing and available for the duration of the contract to lead accomplishing the tasks and commitments and is eligible as stipulated in the following section (Please see under: Head Consultant Required Skills and Experience).
- Have a functional financial system in place with a bank account under the name of the institution
- Have enough fluid financial resources available

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Item A-d

Track Record and Experiences: Provide the following information regarding corporate experience within the last ten (10) 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. <i>(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.)</i>

B. Proposed Methodology for the Completion of Services

<i>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)</i>

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Item B

Proposed Methodology for the Completion of Services

Please explain your understanding of the objectives of this work, expected outputs and how your firm/organization could contribute to achievement of the outputs:

Please explain your approach and methodology for implementing the services described in the TOR and meeting the requirements of the Terms of Reference:

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

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

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

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C. Qualifications of Key Personnel

Please provide:

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

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

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Item C-a

CV of individual(s) to be assigned as **Team Leader** 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. Explain about your experiences in relevant field fitting you in this activity

7. Countries of Work Experience:

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

9. Employment Record [Starting with present position, list in reverse order every employment held by individual since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From year	To year	Employer	Position	Activities performed in conducting training sessions	Activities performed in related fields

10. Other relevant information:

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

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Annex III
Financial proposal

TABLE A: Breakdown of Cost by Deliverables:

No	Description of Activity	Percentage of Total Price-IRR	Total Price-IRR
1	A report on mapping all existing women-only drug use disorders treatment centres in Tehran and Alborz.		
2	Designed Methodology framework for the quantitative evaluation as described under the point 2 of the activities/ responsibilities above.		
3	Report on the conducted quantitative study as described under the point 2 of the activities/ responsibilities above.		
4	Report on the conducted qualitative study as described under the point 3 of the activities/ responsibilities above.		
5	Final comprehensive report as described under the activities/ responsibilities Point 5.		
Total All Inclusive Amount- IRR			

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TABLE B: Breakdown of Cost by Deliverables Cost Breakdown by Cost Component

[This is only an Example]

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate-IRR
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
1.1 Round ticket cost (air) to Iran				
1.2 Terminal Expenses (Home-Airport-Hotel-Airport-Home)				
2. Living Allowances				
3. Travel Insurance Cost				
4. Communications				
5. Reproduction				
6. Equipment Lease				
7. Others				
III. Other Related Costs				

[Date]

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

[Designation]



Annex IV

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 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 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 V

Terms of Reference (ToR)

IRN/Z78 - “Drug Use Prevention, Treatment, Rehabilitation, and HIV Care”

Conduct a rapid needs assessment on the needs of women who use drugs on treatment and rehabilitation of drug use disorders - Phase I

Background and Context

Iran is heavily affected by the problem of drug use, with one of the highest rates of opiate use in the world⁷ and a significant prevalence of Amphetamine -Type Stimulants (ATS) use. A household epidemiological survey in the country conducted in 2015 estimates the life-time prevalence of drug use among the women aged 15-64 years at about 1.5% and the Iranian Drug Control Headquarters (DCHQ) has estimated that women comprise about 10% of people who use drugs in the country. While no disaggregated statistics are documented, the Director General of the Treatment and Social Support of the DCHQ has estimated the number of women with current drug use disorders in Iran around 156,000 in his interviews with the press. Women to men ratio in use of stimulants seems to be higher than in the use of opiates. [e.g. ⁸]

People with drug use problems often face dehumanizing discriminatory manners and encounter health-care systems that are reluctant to provide services to them.⁹ Stigma against women with drug use problems starts from within the family resulting early loss of their social and family support. Moreover, women with addiction often internalise this external stigma reproaching themselves giving way to negative self-perceptions further deterring their referral to harm reduction and health care services and impacts the self-efficacy of these women even more negatively.¹⁰

Besides the massive problem of drug use the national response in Iran has been vast in terms of establishing treatment and harm reduction services. According to latest reports of the DCHQ on Drug Control in Iran there are over 7,000 treatment centres providing various treatment modalities in outpatient and residential settings in the country to about 1,000,000 of people seeking drug use treatment. Moreover ca. 100,000 people with drug use disorders are receiving harm reduction services throughout the country. These statistics are not disaggregated by sex and so the number of women receiving treatment and harm reduction services is not known well. Such women-only drug harm reduction and treatment centres have been established in the country since 2000's. Still factors influencing service utilization need to be addressed and barriers to access of services need to be eliminated to ensure proper effectiveness of the services ¹¹. Many studies conducted in the country appraise that women with drug use disorders are underrepresented among clients referring

⁷ World Drug Report, UNODC, 2017; United Nations Publications

⁸ Mohebbi, E., Haghdoust, A., Noroozi, A., Molavi Vardanjani, H., Hajebi, A., Nikbakht, R., Mehrabi, M., Jabbarinejad Kermani, A., Salemianpour, M., Baneshi, M. (2019). Awareness and Attitude Towards Opioid and Stimulant Use and Lifetime Prevalence of the Drugs: A Study in 5 Large Cities of Iran. *International Journal of Health Policy and Management*, 8(4), 222-232. doi: 10.15171/ijhpm.2018.128

⁹ Sattler Sebastian, Zolala Farzaneh, Baneshi Mohammad Reza, Ghasemi Javad, Amirzadeh Googhari Saber (2021) Public Stigma Toward Female and Male Opium and Heroin Users. An Experimental Test of Attribution Theory and the Familiarity Hypothesis; *Frontiers in Public Health*: Vol 9, 2021, 341; doi: 10.3389/fpubh.2021.652876

¹⁰ Same as 3 [Merghati Khoei, E., Jamshidimanesh, M., Emamian, M. H., Sheikhan, F., Dolan, K., & Brady, K. T. (2018). Veiled Truths: Iranian Women and Risky Sexual Behavior in the Context of Substance Use. *Journal of reproduction & infertility*, 19(4), 237–246].

¹¹ Alam-mehrjerdi, Z., Daneshmand, R., Samiei, M., Samadi, R., Abdollahi, M., & Dolan, K. (2016). Women-only drug treatment services and needs in Iran: the first review of current literature. *Daru : journal of Faculty of Pharmacy, Tehran University of Medical Sciences*, 24, 3. <https://doi.org/10.1186/s40199-016-0141-1>

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to treatment and harm reduction services. The same studies attribute the underutilisation of these services to: the high levels of stigma and discrimination, the complexity of life situations of the women involved in drug use and required psychosocial and motivational interventions and the lack of responsiveness of the services to the special needs of these women in the first place.¹²

The global literature shows extensive evidence of the differences between women and men regarding substance use. Studies show that women who start using drugs are more susceptible to develop an addiction. Women are also more vulnerable to drug-related pathologies and are more exposed to sexual and physical abuse and violence and to sexually transmitted infections like HIV. The percentage of women in addiction treatment is very low. Women often encounter various personal, social, cultural, and structural barriers to entering treatment, such as a lack of treatment for pregnant women, low level of education, psychiatric disorders, history of trauma, stigma, discrimination, shame, poverty, child care duties, low social support, lack of services in accordance with women's needs, high treatment cost, and rigid treatment schedules.

The most evident fact in the area of drug use among women in Iran and its treatment is that reliable statistics are not available. Moreover, information on existing and current services are scarce. The DCHQ Drug Control Report 2014 lists all 75 women-only drug treatment and harm reduction centres operational in the country comprising of: 10 counselling centres, 11 night shelters (for homeless women who use drugs), 17 harm reduction drop-in Centres and 37 Short-term Residential drug treatment centres. Since then additional centres have been established, but their full list is not available. Much less is known about quality aspects and coverage of their services. Several studies in the area of women and drug use have concluded that women with drug use problems do not access existing services because they are not user-friendly and not tailored to their needs. The present activity envisages assessing existing services together with unmet needs of women with drug use disorders.

The present activity is funded graciously by the Kingdom of Norway under the IRN/Z78 project. It aims contributing to collection of necessary information on the characteristics and needs of women who use drugs for entering treatment programmes and continue treatment and recovery. The first phase shall cover the two provinces of Tehran and Alborz with additional provinces to follow in the second phase.

Duration of work

The work will be accomplished from 1 November- 31 March 2022.

Location:

The work will be conducted in Tehran and Alborz provinces in Iran.

Tasks

It is expected that the contracted institute sets-up a research team led by a head consultant and assesses characteristics and need of women with drug use disorders for entering and adhering in treatment based on a combined quantitative and qualitative methodology.

Activities/Responsibilities

It is expected that the contracted institution's research team led by the head consultant:

¹² Rahimi Movaghar A, Malayerikhah Langroodi Z, Delbarpour Ahmadi S, Amin Esmacili M. A Qualitative Study of Specific Needs of Women for Treatment of Addiction. *IJPCP*. 2011; 17 (2) :116-125; URL: <http://ijpcp.iums.ac.ir/article-1-1345-en.html>
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1. Maps all women-only voluntary drug use disorders treatment facilities in the Tehran and Alborz provinces by locality, assessing the services qualitatively and quantitatively specifying:
 - a) Description of the treatment facility and treatment offered encompassing entry assessment, treatment plan, pharmaceutical and non-pharmaceutical therapeutic, rehabilitative and follow-up modalities together with services for small children and pregnant women.
 - b) Estimate of number of women treated on a monthly basis together with an estimate on women in waiting lists.
 - c) Estimate on the retention in treatment rates within six months.
 - d) Treatment capacity (buildings, and staff)
 - e) Approximate treatment cost per person/month and the source of financing (government, insurance, public and private fees)
2. Designs and conducts a quantitative study of women in drug use disorder treatment with representative number of cases from each of following services: opioid substitution therapy (public and or private), outpatient nonpharmaceutical treatment, short-term residential treatment from Tehran and Alborz assessing following characteristics of patients:
 - a) Initiation of drug use
 - b) Life-time and present drugs and substances of use, purchasing of drugs and drug use expenses
 - c) Life-time injecting and shared injection history
 - d) Demographic data, including education, employment and marital history and status, income and housing
 - e) Number of pregnancies, labours, and history of child custody
 - f) Family history of drug use
 - g) Involvement with the criminal justice system
 - h) History of previous drug use disorders treatment and relapses
 - i) History of overdose
3. Designs and conducts a qualitative study assessing the following:
 - a) Drug career
 - b) Family/ social network
 - c) Self -appraisal of mental health, well-being and self-esteem
 - d) Past-history of traumata, abuse and exposure to violence
 - e) Reproductive health needs
 - f) Self-appraisal of exposure to health risks
 - g) Personal and family barriers to accessing drug use disorder treatment
 - h) External and internalised stigma and experience of discrimination
 - i) Basic survival needs
 - j) Medical needs
 - k) Legal support needs
4. Identifies barriers to treatment of women with drug use disorders at patient, family, structural and system levels, through analysis of the information collected under points 1 and 2 together with interviews with relevant duty bearers
5. Develops a final overall comprehensive report on the analysis of the information collected under points 1-4 above and providing recommendation for improving services.

Outputs/Deliverables:

	<u>Output/deliverable</u>	<u>Due Date</u>	<u>Fraction of work</u>
First payment instalment	1. A report on mapping all existing women-only drug use disorders treatment centres in Tehran and Alborz.	30 November 2021	30%
Second instalment	2. Designed Methodology framework for the quantitative evaluation as described under the point 2 of the activities/ responsibilities above. (10%) 3. Report on the conducted quantitative study as described under the point 2 of the activities/ responsibilities above. (15%) 4. Report on the conducted qualitative study as described under the point 3 of the activities/ responsibilities above. (15%)	End December 2021	50%
Third instalment	5. Final comprehensive report as described under the activities/ responsibilities Point 5.	31 March 2022	20%
Total			100%

Verification

The final report should be verified/ endorsed by DCHQ and UNODC based on the final terms of reference.

Organization/Institution Eligibility Criteria

Applying institutions should fulfil following criteria:

1. Have at least 5 years of working in fields related to drug dependence.
2. Have experience of research activities with epidemiological quantitative and qualitative elements proven by published articles in international scientific journals in English.
3. Have treatment programme(s) for women with drug use disorders at least for 2 years
4. Can introduce a head consultant, who is willing and available for the duration of the contract to lead accomplishing the tasks and commitments and is eligible as stipulated in the following section (Please see under: Head Consultant Required Skills and Experience).
5. Have a functional financial system in place with a bank account under the name of the institution
6. Have enough fluid financial resources available

Team leader Qualifications

Education

- Holds master's degree or higher in one of the fields of psychology or social work, sociology, public health or medicine or other similar fields

Experience Required

- Has thorough knowledge on drug use and drug use disorders related interventions.
- Has experience in the treatment of women with drug use disorders

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- Has thorough knowledge on social and psychological issues of women affected by drugs
- Has knowledge of gender-sensitive programme design
- Has proven experience in carrying out epidemiological, needs and situation assessments
- Has proven experience in drafting reports/studies in English

Desirable

- Has proven experience in conducting scientific and operational research

Languages Required

- Is in full command of spoken and written Farsi.
- Displays full command in English scientific/academic reading and writing.

Copyright

The copyright of any products resulted from this activity shall remain the property of UNODC and Iranian Drug Control Headquarters (DCHQ). The contents of the final report or any products thereto shall not be republished or distributed in total or in parts without prior consent and approval of the UNODC.

Payment Terms:

In full consideration for the services performed by the contractor under the terms of the contract, the United Nation Development Program (UNDP) shall pay the contractor the total agreed amount upon satisfactorily performance of the coach/es which shall be confirmed by UNDP and according to below instalments:

<u>No.</u>	<u>Output/deliverable</u>	<u>Due Date</u>	<u>Fraction of payment</u>
1	1. A report on mapping all existing women-only drug use disorders treatment centres in Tehran and Alborz.	30 November 2021	30%
2	2. Designed Methodology framework for the quantitative evaluation as described under the point 2 of the activities/ responsibilities above. (10%) 3. Report on the conducted quantitative study as described under the point 2 of the activities/ responsibilities above. (15%) 4. Report on the conducted qualitative study as described under the point 3 of the activities/ responsibilities above. (15%)	End December 2021	50%
3	5. Final comprehensive report as described under the activities/ responsibilities Point 5.	31 March 2022	20%
Total			100%

- Payments will be made according to UNDP regulations as explained in the contract documents.



- The contract's total payment is expected to cover communication costs, costs of typing and preparing the soft and hard copies of documents and any other relevant administration and logistic preparedness costs regarding this activity.
- Each payment shall be made by the UNDP in Iranian Rials within 30 days from receiving the invoice letter from the coach/es to the bank account under the name of the contractor introduced through an official letter of notification of bank information and SHEBA identification number upon satisfactory completion of the job.
- The contractor shall not do any work, provide any equipment, materials, and supplies, or perform any other services, which may result in any costs in excess, of the amount of the contract without obtaining the prior written agreement of UNODC.