



*Empowered lives.
Resilient nations.*

REQUEST FOR PROPOSAL

Apprenticeship and Job Placement in Kirkuk and Mosul

RFP No.: RFP-312/20

Project: Funding Facility for Stabilization Project-UNDP Iraq

Country: Iraq

Issued on: 9 August 2020

Contents

SECTION 1. LETTER OF INVITATION.....	4
SECTION 2. INSTRUCTION TO BIDDERS	6
A. GENERAL PROVISIONS.....	6
1. Introduction	6
2. Fraud & Corruption, Gifts and Hospitality	6
3. Eligibility	6
4. Conflict of Interests	7
B. PREPARATION OF PROPOSALS.....	7
5. General Considerations	7
6. Cost of Preparation of Proposal	7
7. Language.....	7
8. Documents Comprising the Proposal.....	7
9. Documents Establishing the Eligibility and Qualifications of the Bidder	8
10. Technical Proposal Format and Content.....	8
11. Financial Proposals.....	8
12. Proposal Security	8
13. Currencies.....	9
14. Joint Venture, Consortium or Association	9
15. Only One Proposal.....	10
16. Proposal Validity Period.....	10
17. Extension of Proposal Validity Period.....	10
18. Clarification of Proposal	10
19. Amendment of Proposals	10
20. Alternative Proposals	11
21. Pre-Bid Conference	11
C. SUBMISSION AND OPENING OF PROPOSALS	11
22. Submission.....	11
23. Deadline for Submission of Proposals and Late Proposals.....	12
24. Withdrawal, Substitution, and Modification of Proposals	12
25. Proposal Opening.....	13
D. EVALUATION OF PROPOSALS.....	13
26. Confidentiality.....	13
27. Evaluation of Proposals	13
28. Preliminary Examination.....	13
29. Evaluation of Eligibility and Qualification	13
30. Evaluation of Technical and Financial Proposals	14
31. Due Diligence.....	14
32. Clarification of Proposals	15
33. Responsiveness of Proposal	15
34. Nonconformities, Reparable Errors and Omissions	15
E. AWARD OF CONTRACT	16
35. Right to Accept, Reject, Any or All Proposals	16
36. Award Criteria.....	16
37. Debriefing.....	16
38. Right to Vary Requirements at the Time of Award.....	16
39. Contract Signature	16
40. Contract Type and General Terms and Conditions	16
41. Performance Security	16
42. Bank Guarantee for Advanced Payment.....	16
43. Liquidated Damages.....	17
44. Payment Provisions.....	17
45. Vendor Protest.....	17
46. Other Provisions.....	17
SECTION 3. BID DATA SHEET.....	18

SECTION 4. EVALUATION CRITERIA	22
SECTION 5. TERMS OF REFERENCE	28
SECTION 6: RETURNABLE BIDDING FORMS / CHECKLIST	37
FORM A: TECHNICAL PROPOSAL SUBMISSION FORM	38
FORM B: BIDDER INFORMATION FORM	39
FORM C: JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM	41
FORM D: QUALIFICATION FORM	42
FORM E: FORMAT OF TECHNICAL PROPOSAL	45
FORM F: FINANCIAL PROPOSAL SUBMISSION FORM	47
FORM G: FINANCIAL PROPOSAL FORM	48
FORM H: FORM OF PROPOSAL SECURITY	50

Section 1. Letter of Invitation

The United Nations Development Programme (UNDP) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents and the General Terms and Conditions of Contract which is inserted in the Bid Data Sheet (BDS):

Section 1: This Letter of Invitation

Section 2: Instruction to Bidders

Section 3: Bid Data Sheet (BDS)

Section 4: Evaluation Criteria

Section 5: Terms of Reference

Section 6: Returnable Bidding Forms

- Form A: Technical Proposal Submission Form
- Form B: Bidder Information Form
- Form C: Joint Venture/Consortium/Association Information Form
- Form D: Qualification Form
- Form E: Format of Technical Proposal
- Form F: Financial Proposal Submission Form
- Form G: Financial Proposal Form
- Form H: Form of Proposal Security

Section 7: General Terms and Conditions

If you are interested in submitting a Proposal in response to this RFP, please prepare your Proposal in accordance with the requirements and procedure as set out in this RFP and submit it by the Deadline for Submission of Proposals set out in Bid Data Sheet.

In case your (NGO) is not registered in the E-Tendering Module, please use the following temporary username and password to register your company:

Username: event.guest

Password: why2change

Proposers, who registered on the e-tendering, will be able to download the complete bidding documents from the e-tendering website at: <https://etendering.partneragencies.org>

If you need further information, please feel free to contact the following:

Focal Person in UNDP: Dler Mohamad, Procurement Analyst

Address: UNDP, Iraq

E-mail address: dlr.mohamad@undp.org

You may acknowledge receipt of this RFP utilizing the "Accept Invitation" function in eTendering system, where applicable. This will enable you to receive amendments or updates to the RFP. Should you require further clarifications, kindly communicate with the contact person/s identified in the attached Data Sheet as the focal point for queries on this RFP.

IMPORTANT NOTE: The amount of the Financial Offer **MUST NOT** be mentioned anywhere in the submitted documents or eTendering system other than the Financial Proposal. Submitted Financial proposal should be password protected and the Password should be provided only when requested by UNDP. Failure in compliance with the mentioned condition shall result in rejection of the offer.

UNDP looks forward to receiving your Proposal and thank you in advance for your interest in UNDP procurement opportunities.

Issued by:



Name: **Dler Mohmad**
Title: **Procurement Analyst**
Date: **August 9, 2020**

Approved by:



Name: **Piero Emanuele Franceschetti**
Title: **Senior Operations Manager- Head of Service Centre**
Date: **August 9, 2020**

Section 2. Instruction to Bidders

A. GENERAL PROVISIONS	
1. Introduction	<p>1.1 Bidders shall adhere to all the requirements of this RFP, including any amendments in writing by UNDP. This RFP is conducted in accordance with the UNDP Programme and Operations Policies and Procedures (POPP) on Contracts and Procurement which can be accessed at https://popp.undp.org/SitePages/POPPBSUnit.aspx?TermID=254a9f96-b883-476a-8ef8-e81f93a2b38d</p> <p>1.2 Any Proposal submitted will be regarded as an offer by the Bidder and does not constitute or imply the acceptance of the Proposal by UNDP. UNDP is under no obligation to award a contract to any Bidder as a result of this RFP.</p> <p>1.3 As part of the bid, it is desired that the Bidder registers at the United Nations Global Marketplace (UNGM) website (www.ungm.org). The Bidder may still submit a bid even if not registered with the UNGM. However, if the Bidder is selected for contract award, the Bidder must register on the UNGM prior to contract signature.</p>
2. Fraud & Corruption, Gifts and Hospitality	<p>2.1 UNDP strictly enforces a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical or unprofessional practices, and obstruction of UNDP vendors and requires all bidders/vendors observe the highest standard of ethics during the procurement process and contract implementation. UNDP's Anti-Fraud Policy can be found at http://www.undp.org/content/undp/en/home/operations/accountability/audit/office_of_audit_andinvestigation.html#anti</p> <p>2.2 Bidders/vendors shall not offer gifts or hospitality of any kind to UNDP staff members including recreational trips to sporting or cultural events, theme parks or offers of holidays, transportation, or invitations to extravagant lunches or dinners.</p> <p>2.3 In pursuance of this policy, UNDP (a) Shall reject a proposal if it determines that the selected bidder has engaged in any corrupt or fraudulent practices in competing for the contract in question; (b) Shall declare a vendor ineligible, either indefinitely or for a stated period of time, to be awarded a contract if at any time it determines that the vendor has engaged in any corrupt or fraudulent practices in competing for, or in executing a UNDP contract.</p> <p>2.4 All Bidders must adhere to the UN Supplier Code of Conduct, which may be found at https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsccl/conduct_english.pdf</p>
3. Eligibility	<p>3.1 A vendor should not be suspended, debarred, or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization. Vendors are therefore required to disclose to UNDP whether they are subject to any sanction or temporary suspension imposed by these organizations.</p> <p>3.2 It is the Bidder's responsibility to ensure that its employees, joint venture members, sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by UNDP.</p>

4. Conflict of Interests	<p>4.1 Bidders must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. Bidders found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Bidders, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:</p> <ul style="list-style-type: none"> a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by UNDP to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process; b) Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or c) Are found to be in conflict for any other reason, as may be established by, or at the discretion of UNDP. <p>4.2 In the event of any uncertainty in the interpretation of a potential conflict of interest, Bidders must disclose to UNDP, and seek UNDP's confirmation on whether or not such a conflict exists.</p> <p>4.3 Similarly, the Bidders must disclose in their proposal their knowledge of the following:</p> <ul style="list-style-type: none"> a) If the owners, part-owners, officers, directors, controlling shareholders, of the bidding entity or key personnel are family members of UNDP staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and b) All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices. <p>Failure to disclose such an information may result in the rejection of the proposal or proposals affected by the non-disclosure.</p> <p>4.4 The eligibility of Bidders that are wholly or partly owned by the Government shall be subject to UNDP's further evaluation and review of various factors such as being registered, operated and managed as an independent business entity, the extent of Government ownership/share, receipt of subsidies, mandate and access to information in relation to this RFP, among others. Conditions that may lead to undue advantage against other Bidders may result in the eventual rejection of the Proposal.</p>
B. PREPARATION OF PROPOSALS	
5. General Considerations	<p>5.1 In preparing the Proposal, the Bidder is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.</p> <p>5.2 The Bidder will not be permitted to take advantage of any errors or omissions in the RFP. Should such errors or omissions be discovered, the Bidder must notify the UNDP</p>
6. Cost of Preparation of Proposal	<p>6.1 The Bidder shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNDP shall not be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.</p>
7. Language	<p>7.1 The Proposal, as well as any and all related correspondence exchanged by the Bidder and UNDP, shall be written in the language (s) specified in the BDS.</p>
8. Documents	<p>8.1 The Proposal shall comprise of the following documents:</p>

Comprising the Proposal	<ul style="list-style-type: none"> a) Documents Establishing the Eligibility and Qualifications of the Bidder; b) Technical Proposal; c) Financial Proposal; d) Proposal Security, if required by BDS; e) Any attachments and/or appendices to the Proposal.
9. Documents Establishing the Eligibility and Qualifications of the Bidder	<p>9.1 The Bidder shall furnish documentary evidence of its status as an eligible and qualified vendor, using the Forms provided under Section 6 and providing documents required in those forms. In order to award a contract to a Bidder, its qualifications must be documented to UNDP's satisfaction.</p>
10. Technical Proposal Format and Content	<p>10.1 The Bidder is required to submit a Technical Proposal using the Standard Forms and templates provided in Section 6 of the RFP.</p> <p>10.2 The Technical Proposal shall not include any price or financial information. A Technical Proposal containing material financial information may be declared non-responsive.</p> <p>10.3 Samples of items, when required as per Section 5, shall be provided within the time specified and unless otherwise specified by UNDP, and at no expense to UNDP</p> <p>10.4 When applicable and required as per Section 5, the Bidder shall describe the necessary training programme available for the maintenance and operation of the services and/or equipment offered as well as the cost to the UNDP. Unless otherwise specified, such training as well as training materials shall be provided in the language of the Bid as specified in the BDS.</p>
11. Financial Proposals	<p>11.1 The Financial Proposal shall be prepared using the Standard Form provided in Section 6 of the RFP. It shall list all major cost components associated with the services, and the detailed breakdown of such costs.</p> <p>11.2 Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.</p> <p>11.3 Prices and other financial information must not be disclosed in any other place except in the financial proposal.</p>
12. Proposal Security	<p>12.1 A Proposal Security, if required by BDS, shall be provided in the amount and form indicated in the BDS. The Proposal Security shall be valid up to thirty (30) days after the final date of validity of the Proposal.</p> <p>12.2 The Proposal Security shall be included along with the Technical Proposal. If Proposal Security is required by the RFP but is not found along with the Technical Proposal, the Proposal shall be rejected.</p> <p>12.3 If the Proposal Security amount or its validity period is found to be less than what is required by UNDP, UNDP shall reject the Proposal.</p> <p>12.4 In the event an electronic submission is allowed in the BDS, Bidders shall include a copy of the Bid Security in their proposal and the original of the Proposal Security must be sent via courier or hand delivery as per the instructions in BDS.</p> <p>12.5 The Proposal Security may be forfeited by UNDP, and the Proposal rejected, in the event of any one or combination, of the following conditions:</p> <ul style="list-style-type: none"> a) If the Bidder withdraws its offer during the period of the Proposal Validity specified in the BDS, or; b) In the event that the successful Bidder fails:

	<p>i. to sign the Contract after UNDP has issued an award; or</p> <p>12.6 to furnish the Performance Security, insurances, or other documents that UNDP may require as a condition precedent to the effectivity of the contract that may be awarded to the Bidder.</p>
13. Currencies	<p>13.1 All prices shall be quoted in the currency or currencies indicated in the BDS. Where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:</p> <p>a) UNDP will convert the currency quoted in the Proposal into the UNDP preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and</p> <p>b) In the event that UNDP selects a proposal for award that is quoted in a currency different from the preferred currency in the BDS, UNDP shall reserve the right to award the contract in the currency of UNDP's preference, using the conversion method specified above.</p>
14. Joint Venture, Consortium or Association	<p>14.1 If the Bidder is a group of legal entities that will form or have formed a Joint Venture (JV), Consortium or Association for the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities, and submitted with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNDP and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.</p> <p>14.2 After the Deadline for Submission of Proposal, the lead entity identified to represent the JV, Consortium or Association shall not be altered without the prior written consent of UNDP.</p> <p>14.3 The lead entity and the member entities of the JV, Consortium or Association shall abide by the provisions of Clause 9 herein in respect of submitting only one proposal.</p> <p>14.4 The description of the organization of the JV, Consortium or Association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the JV, Consortium or Association Agreement. All entities that comprise the JV, Consortium or Association shall be subject to the eligibility and qualification assessment by UNDP.</p> <p>14.5 A JV, Consortium or Association in presenting its track record and experience should clearly differentiate between:</p> <p>a) Those that were undertaken together by the JV, Consortium or Association; and</p> <p>b) Those that were undertaken by the individual entities of the JV, Consortium or Association.</p> <p>14.6 Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the JV, Consortium or Association or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.</p> <p>14.7 JV, Consortium or Associations are encouraged for high value, multi-sectoral requirements when the spectrum of expertise and resources required may not be available within one firm.</p>

<p>15. Only One Proposal</p>	<p>15.1 The Bidder (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture.</p> <p>15.2 Proposals submitted by two (2) or more Bidders shall all be rejected if they are found to have any of the following:</p> <ul style="list-style-type: none"> f) they have at least one controlling partner, director or shareholder in common; or g) any one of them receive or have received any direct or indirect subsidy from the other/s; or h) they have the same legal representative for purposes of this RFP; or i) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Bidder regarding this RFP process; j) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Bidder; or k) some key personnel proposed to be in the team of one Bidder participates in more than one Proposal received for this RFP process. This condition relating to the personnel, does not apply to subcontractors being included in more than one Proposal.
<p>16. Proposal Validity Period</p>	<p>16.1 Proposals shall remain valid for the period specified in the BDS, commencing on the Deadline for Submission of Proposals. A Proposal valid for a shorter period may be rejected by UNDP and rendered non-responsive.</p> <p>16.2 During the Proposal validity period, the Bidder shall maintain its original Proposal without any change, including the availability of the Key Personnel, the proposed rates and the total price.</p>
<p>17. Extension of Proposal Validity Period</p>	<p>17.1 In exceptional circumstances, prior to the expiration of the proposal validity period, UNDP may request Bidders to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.</p> <p>17.2 If the Bidder agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal.</p> <p>17.3 The Bidder has the right to refuse to extend the validity of its Proposal, and in which case, such Proposal will not be further evaluated.</p>
<p>18. Clarification of Proposal</p>	<p>18.1 Bidders may request clarifications on any of the RFP documents no later than the date indicated in the BDS. Any request for clarification must be sent in writing in the manner indicated in the BDS. If inquiries are sent other than specified channel, even if they are sent to a UNDP staff member, UNDP shall have no obligation to respond or confirm that the query was officially received.</p> <p>18.2 UNDP will provide the responses to clarifications through the method specified in the BDS.</p> <p>18.3 UNDP shall endeavor to provide responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNDP to extend the submission date of the Proposals, unless UNDP deems that such an extension is justified and necessary.</p>
<p>19. Amendment of Proposals</p>	<p>19.1 At any time prior to the deadline of Proposal submission, UNDP may for any reason, such as in response to a clarification requested by a Bidder, modify the RFP in the form of an amendment to the RFP. Amendments will be made available to all prospective bidders.</p>

	19.2 If the amendment is substantial, UNDP may extend the Deadline for submission of proposal to give the Bidders reasonable time to incorporate the amendment into their Proposals.
20.Alternative Proposals	<p>20.1 Unless otherwise specified in the BDS, alternative proposals shall not be considered. If submission of alternative proposal is allowed by BDS, a Bidder may submit an alternative proposal, but only if it also submits a proposal conforming to the RFP requirements. UNDP shall only consider the alternative proposal offered by the Bidder whose conforming proposal ranked the highest as per the specified evaluation method. Where the conditions for its acceptance are met, or justifications are clearly established, UNDP reserves the right to award a contract based on an alternative proposal.</p> <p>20.2 If multiple/alternative proposals are being submitted, they must be clearly marked as "Main Proposal" and "Alternative Proposal"</p>
21.Pre-Bid Conference	21.1 When appropriate, a Bidder's conference will be conducted at the date, time and location specified in the BDS. All Bidders are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Bidder. Minutes of the Bidder's conference will be disseminated on the procurement website and shared by email or on the e-Tendering platform as specified in the BDS. No verbal statement made during the conference shall modify the terms and conditions of the RFP, unless specifically incorporated in the Minutes of the Bidder's Conference or issued/posted as an amendment to RFP.
C. SUBMISSION AND OPENING OF PROPOSALS	
22.Submission	<p>22.1 The Bidder shall submit a duly signed and complete Proposal comprising the documents and forms in accordance with the requirements in the BDS. The submission shall be in the manner specified in the BDS.</p> <p>22.2 The Proposal shall be signed by the Bidder or person(s) duly authorized to commit the Bidder. The authorization shall be communicated through a document evidencing such authorization issued by the legal representative of the bidding entity, or a Power of Attorney, accompanying the Proposal.</p> <p>22.3 Bidders must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Bidder fully accepts the UNDP General Contract Terms and Conditions.</p>
Hard copy (manual) submission	<p>22.4 Hard copy (manual) submission by courier or hand delivery allowed or specified in the BDS shall be governed as follows:</p> <ul style="list-style-type: none"> a) The signed Proposal shall be marked "Original", and its copies marked "Copy" as appropriate. The number of copies is indicated in the BDS. All copies shall be made from the signed original only. If there are discrepancies between the original and the copies, the original shall prevail. b) The Technical Proposal and the Financial Proposal envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked on the outside as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each envelope SHALL clearly indicate the name of the Bidder. The outer envelopes shall: <ul style="list-style-type: none"> i. Bear the name and address of the bidder; ii. Be addressed to UNDP as specified in the BDS iii. Bear a warning that states <i>"Not to be opened before the time and date for proposal opening"</i> as specified in the BDS.

<p>Email Submission</p>	<p>If the envelopes and packages with the Proposal are not sealed and marked as required, UNDP shall assume no responsibility for the misplacement, loss, or premature opening of the Proposal.</p> <p>22.5 Email submission, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE. The financial proposal shall be encrypted with different passwords and clearly labelled. The files must be sent to the dedicated email address specified in the BDS. c) The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose Technical Proposal has been found to be technically responsive. Failure to provide correct password may result in the proposal being rejected. <p>22.6 Electronic submission through eTendering, if allowed or specified in the BDS, shall be governed as follows:</p> <ul style="list-style-type: none"> a) Electronic files that form part of the proposal must be in accordance with the format and requirements indicated in BDS; b) The Technical Proposal and the Financial Proposal files MUST BE COMPLETELY SEPARATE and each of them must be uploaded individually and clearly labelled. d) The Financial Proposal file must be encrypted with a password so that it cannot be opened nor viewed until the password is provided. The password for opening the Financial Proposal should be provided only upon request of UNDP. UNDP will request password only from bidders whose technical proposal has been found to be technically responsive. Failure to provide the correct password may result in the proposal being rejected. c) Documents which are required to be in original form (e.g. Bid Security, etc.) must be sent via courier or hand delivery as per the instructions in BDS. d) Detailed instructions on how to submit, modify or cancel a bid in the eTendering system are provided in the eTendering system Bidder User Guide and Instructional videos available on this link: http://www.undp.org/content/undp/en/home/operations/procurement/business/procurement-notices/resources/
<p>23. Deadline for Submission of Proposals and Late Proposals</p>	<p>23.1 Complete Proposals must be received by UNDP in the manner, and no later than the date and time, specified in the BDS. UNDP shall only recognize the date and time that the bid was received by UNDP</p> <p>23.2 UNDP shall not consider any Proposal that is submitted after the deadline for the submission of Proposals.</p>
<p>24. Withdrawal, Substitution, and Modification of Proposals</p>	<p>24.1 A Bidder may withdraw, substitute or modify its Proposal after it has been submitted at any time prior to the deadline for submission.</p> <p>24.2 Manual and Email submissions: A bidder may withdraw, substitute or modify its Proposal by sending a written notice to UNDP, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal, if any, must accompany the respective written notice. All notices must be submitted in the same manner as specified for submission of proposals, by clearly marking</p>

	<p>them as "WITHDRAWAL" "SUBSTITUTION," or "MODIFICATION"</p> <p>24.3 eTendering: A Bidder may withdraw, substitute or modify its Proposal by Canceling, Editing, and re-submitting the proposal directly in the system. It is the responsibility of the Bidder to properly follow the system instructions, duly edit and submit a substitution or modification of the Proposal as needed. Detailed instructions on how to cancel or modify a Proposal directly in the system are provided in Bidder User Guide and Instructional videos.</p> <p>24.4 Proposals requested to be withdrawn shall be returned unopened to the Bidders (only for manual submissions), except if the bid is withdrawn after the bid has been opened</p>
25. Proposal Opening	<p>25.1 There is no public bid opening for RFPs. UNDP shall open the Proposals in the presence of an ad-hoc committee formed by UNDP, consisting of at least two (2) members. In the case of e-Tendering submission, bidders will receive an automatic notification once their proposal is opened.</p>
D. EVALUATION OF PROPOSALS	
26. Confidentiality	<p>26.1 Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process, even after publication of the contract award.</p> <p>26.2 Any effort by a Bidder or anyone on behalf of the Bidder to influence UNDP in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNDP's decision, result in the rejection of its Proposal and may be subject to the application of prevailing UNDP's vendor sanctions procedures.</p>
27. Evaluation of Proposals	<p>27.1 The Bidder is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 24 of this RFP. UNDP will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.</p> <p>27.2 Evaluation of proposals is made of the following steps:</p> <ol style="list-style-type: none"> Preliminary Examination Minimum Eligibility and Qualification (if pre-qualification is not done) Evaluation of Technical Proposals Evaluation of Financial Proposals
28. Preliminary Examination	<p>28.1 UNDP shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNDP reserves the right to reject any Proposal at this stage.</p>
29. Evaluation of Eligibility and Qualification	<p>29.1 Eligibility and Qualification of the Bidder will be evaluated against the Minimum Eligibility/Qualification requirements specified in the Section 4 (Evaluation Criteria).</p> <p>29.2 In general terms, vendors that meet the following criteria may be considered qualified:</p> <ol style="list-style-type: none"> They are not included in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNDP's ineligible vendors' list; They have a good financial standing and have access to adequate financial resources to perform the contract and all existing commercial commitments, They have the necessary similar experience, technical expertise, production

	<p>capacity where applicable, quality certifications, quality assurance procedures and other resources applicable to the provision of the services required;</p> <p>h) They are able to comply fully with UNDP General Terms and Conditions of Contract;</p> <p>i) They do not have a consistent history of court/arbitral award decisions against the Bidder; and</p> <p>j) They have a record of timely and satisfactory performance with their clients.</p>
30. Evaluation of Technical and Financial Proposals	<p>30.1 The evaluation team shall review and evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and other RFP documents, applying the evaluation criteria, sub-criteria, and point system specified in the Section 4 (Evaluation Criteria). A Proposal shall be rendered non-responsive at the technical evaluation stage if it fails to achieve the minimum technical score indicated in the BDS. When necessary and if stated in the BDS, UNDP may invite technically responsive bidders for a presentation related to their technical proposals. The conditions for the presentation shall be provided in the bid document where required.</p> <p>30.2 In the second stage, only the Financial Proposals of those Bidders who achieve the minimum technical score will be opened for evaluation. The Financial Proposals corresponding to Technical Proposals that were rendered non-responsive shall remain unopened, and, in the case of manual submission, be returned to the Bidder unopened. For emailed Proposals and e-tendering submissions, UNDP will not request for the password of the Financial Proposals of bidders whose Technical Proposal were found not responsive.</p> <p>30.3 The evaluation method that applies for this RFP shall be as indicated in the BDS, which may be either of two (2) possible methods, as follows: (a) the lowest priced method which selects the lowest evaluated financial proposal of the technically responsive Bidders; or (b) the combined scoring method which will be based on a combination of the technical and financial score.</p> <p>30.4 When the BDS specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> <p>Combined Score = (TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)</p> </div>
31. Due Diligence	<p>31.1 UNDP reserves the right to undertake a due diligence exercise, also called post qualification, aimed at determining to its satisfaction, the validity of the information provided by the Bidder. Such exercise shall be fully documented and may include, but need not be limited to, all or any combination of the following:</p> <p>a) Verification of accuracy, correctness and authenticity of information provided by the Bidder;</p>

	<ul style="list-style-type: none"> b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team; c) Inquiry and reference checking with Government entities with jurisdiction on the Bidder, or with previous clients, or any other entity that may have done business with the Bidder; d) Inquiry and reference checking with previous clients on the performance on on-going or contracts completed, including physical inspections of previous works, as necessary; e) Physical inspection of the Bidder's offices, branches or other places where business transpires, with or without notice to the Bidder; f) Other means that UNDP may deem appropriate, at any stage within the selection process, prior to awarding the contract.
32. Clarification of Proposals	<p>32.1 To assist in the examination, evaluation and comparison of Proposals, UNDP may, at its discretion, ask any Bidder for a clarification of its Proposal.</p> <p>32.2 UNDP's request for clarification and the response shall be in writing and no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNDP in the evaluation of the Proposals, in accordance with RFP.</p> <p>32.3 Any unsolicited clarification submitted by a Bidder in respect to its Proposal, which is not a response to a request by UNDP, shall not be considered during the review and evaluation of the Proposals.</p>
33. Responsiveness of Proposal	<p>33.1 UNDP's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself. A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.</p> <p>33.2 If a Proposal is not substantially responsive, it shall be rejected by UNDP and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.</p>
34. Nonconformities, Repairable Errors and Omissions	<p>34.1 Provided that a Proposal is substantially responsive, UNDP may waive any non-conformities or omissions in the Proposal that, in the opinion of UNDP, do not constitute a material deviation.</p> <p>34.2 UNDP may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Bidder to comply with the request may result in the rejection of its Proposal.</p> <p>34.3 For Financial Proposal that has been opened, UNDP shall check and correct arithmetical errors as follows:</p> <ul style="list-style-type: none"> a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNDP there is an obvious misplacement of the decimal point in the unit price; in which case the line item total as quoted shall govern and the unit price shall be corrected; b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and c) if there is a discrepancy between words and figures, the amount in words

	<p>shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.</p> <p>34.4 If the Bidder does not accept the correction of errors made by UNDP, its Proposal shall be rejected.</p>
E. AWARD OF CONTRACT	
35.Right to Accept, Reject, Any or All Proposals	35.1 UNDP reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Bidder(s) of the grounds for UNDP's action. UNDP shall not be obliged to award the contract to the lowest priced offer.
36.Award Criteria	36.1 Prior to expiration of the proposal validity, UNDP shall award the contract to the qualified Bidder based on the award criteria indicated in the BDS.
37.Debriefing	37.1 In the event that a Bidder is unsuccessful, the Bidder may request a debriefing from UNDP. The purpose of the debriefing is to discuss the strengths and weaknesses of the Bidder's submission, in order to assist the Bidder in improving its future proposals for UNDP procurement opportunities. The content of other proposals and how they compare to the Bidder's submission shall not be discussed.
38.Right to Vary Requirements at the Time of Award	38.1 At the time of award of Contract, UNDP reserves the right to vary 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.
39.Contract Signature	39.1 Within fifteen (15) days from the date of receipt of the Contract, the successful Bidder shall sign and date the Contract and return it to UNDP. Failure to do so may constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security, if any, and on which event, UNDP may award the Contract to the Second Ranked Bidder or call for new Proposals.
40.Contract Type and General Terms and Conditions	40.1 The types of Contract to be signed and the applicable UNDP Contract General Terms and Conditions, as specified in BDS, can be accessed at http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
41.Performance Security	41.1 40.1 A performance security, if required in BDS, shall be provided in the amount specified in BDS and form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Solicitation_Performance%20Guarantee%20Form.docx&action=default within fifteen (15) days of the contract signature by both parties. Where a performance security is required, the receipt of the performance security by UNDP shall be a condition for rendering the contract effective.
42.Bank Guarantee for Advanced Payment	42.1 Except when the interests of UNDP so require, it is UNDP's preference to make no advance payment(s) (i.e., payments without having received any outputs). If an advance payment is allowed as per BDS, and exceeds 20% of the total contract price, or USD 30,000, whichever is less, the Bidder shall submit a Bank Guarantee in the full amount of the advance payment in the form available at https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PSU_Contract%20Management%20Payment%20and%20Taxes_Advanced%20Payment%20Guarantee%20Form.docx&action=de

	fault
43. Liquidated Damages	43.1 If specified in BDS, UNDP shall apply Liquidated Damages resulting from the Contractor's delays or breach of its obligations as per the Contract.
44. Payment Provisions	44.1 Payment will be made only upon UNDP's acceptance of the work performed. The terms of payment shall be within thirty (30) days, after receipt of invoice and certification of acceptance of work issued by the proper authority in UNDP with direct supervision of the Contractor. Payment will be effected by bank transfer in the currency of contract.
45. Vendor Protest	45.1 UNDP's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a contract through a competitive procurement process. In the event that a Bidder believes that it was not treated fairly, the following link provides further details regarding UNDP vendor protest procedures: http://www.undp.org/content/undp/en/home/operations/procurement/business/protest-and-sanctions.html
46. Other Provisions	<p>46.1 In the event that the Bidder offers a lower price to the host Government (e.g. General Services Administration (GSA) of the federal government of the United States of America) for similar services, UNDP shall be entitled to same lower price. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.2 UNDP is entitled to receive the same pricing offered by the same Contractor in contracts with the United Nations and/or its Agencies. The UNDP General Terms and Conditions shall have precedence.</p> <p>46.3 The United Nations has established restrictions on employment of (former) UN staff who have been involved in the procurement process as per bulletin ST/SGB/2006/15 http://www.un.org/en/ga/search/view_doc.asp?symbol=ST/SGB/2006/15&referer</p>

Section 3. Bid Data Sheet

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Request for Proposals. In the case of a conflict between the Instructions to Bidders, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall prevail.

BDS No.	Ref. to Section.2	Data	Specific Instructions / Requirements
1	7	Language of the Proposal	English
2		Submitting Proposals for Parts or sub-parts of the TOR (partial bids)	Not Allowed
3	20	Alternative Proposals	Shall not be considered
4	21	Pre-proposal conference	No pre-Proposal conference will be conducted, Any Clarifications can be sought through e-mail addressed to the focal procurement staff
5	10	Proposal Validity Period	180 days
6	14	Proposal Security	Not Required
7	41	Advanced Payment upon signing of contract	Not Allowed
8	42	Liquidated Damages	Will be imposed as follows: Percentage of contract price per day of delay : 0.5% Max. Number of days of delay: 30 Calendar days , after which UNDP may terminate the contract.
9	40	Performance Security	<input checked="" type="checkbox"/> Required Amount :10% of total contract value
10	18	Currency of Proposal	United States Dollar
11	31	Deadline for submitting requests for clarifications/ questions	5 days before the submission deadline

12	31	Contact Details for submitting clarifications/questions	<p>Focal Person in UNDP: Dler Mohamad Procurement Analyst</p> <p>E-mail address: dler.mohamad@undp.org</p> <p>Any delay in UNDPs 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>
13	18, 19 and 21	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Posted directly to eTendering
14	23	Deadline for Submission	<p>For eTendering submission - as indicated in eTendering system. Note that system time zone is in EST/EDT (New York) time zone.</p> <p>Date and time visible on the main screen of the event (on the E-Tendering portal) will be final and prevail over any other closing time indicated elsewhere, in case they are different. The correct bid closing time is as indicated in the E-Tendering portal and system will not accept any bid after that time. It is the responsibility of the bidder to make sure bids are submitted within this deadline. UNDP will not accept any bid that is not submitted directly to the system. Try to submit your bid a day prior or well before the closing time. Do not wait until last minute. If you face any issue submitting your proposal at the last minute, UNDP may not be able to assist.</p>
14	22	Allowable Manner of Submitting Proposals	<input type="checkbox"/> Only through e-Tendering
15	22	Proposal Submission Address	<p>https://etendering.partneragencies.org</p> <p><u>IRQ10-RFP-312-20</u></p>
16	22	Electronic submission (email or eTendering) requirements	<ul style="list-style-type: none"> ▪ Format: PDF files only ▪ File names must be maximum 60 characters long and must not contain any letter or special character other than from Latin alphabet/keyboard. ▪ All files must be free of viruses and not corrupted. ▪ If you are uploading a large number of files (ex. 15 or more), please zip the files into a ZIP folder and upload the folder instead of each file individually. You can upload several ZIP folders, but 1f you do this, please note that the total size of each ZIP folder uploaded cannot exceed 50MB. ▪ Financial proposal should be password protected and uploaded to eTendering system. Password of the financial proposal must not be provided to UNDP until requested by UNDP. No price value should be disclosed In your technical proposal.

			IMPORTANT NOTICE: DO NOT DISCLOSE your price anywhere in your submission or e-tendering system other than encrypted financial proposal. Please insert "1" as your bid price in e-tendering line item.
17	27 36	Evaluation Method for the Award of Contract	<p>Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals respectively.</p> <p>Technical Evaluation: The minimum technical score required to pass is 70%. Proposals will be evaluated on the following basis: 1. UNDP conducts preliminary examination of Proposals through examining the completeness of proposals in respect to minimum documentary requirements and Proposers status against UN Security Council 126/1989. UNDP may reject any Proposal at this stage. 1.2 Compliance with Terms and Conditions of the RFP including required submissions. UNDP will examine the substantial responsiveness of Proposal to the Request for Proposal (RFP). A substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviation. A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the nonconformity.</p> <p>Financial Evaluation: The proposed consulting fee will be assessed against the weighted score to compute the corresponding points scored. Financial Proposal will be evaluated in accordance with the price schedule sheet.</p> <p>IMPORTANT NOTE: The amount of the Financial Offer MUST NOT be mentioned anywhere in the submitted documents or eTendering system. Financial proposal should be password protected and password should be provided only when requested by UNDP. Failure in compliance with the mentioned condition shall result in rejection of the offer</p>
18		Expected date for commencement of Contract	<i>November 1, 2020</i>
19		Maximum expected duration of contract	10 Months
20	35	UNDP will award the contract to:	One Proposer Only
21	39	Type of Contract	<p>Purchase Order and Contract for Goods and Services for UNDP</p> <p>http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html</p>

22	39	UNDP Contract Terms and Conditions that will apply	UNDP General Terms and Conditions for Professional Services http://www.undp.org/content/undp/en/home/procurement/business/how-we-buy.html
23		practices, and Obstruction	<i>addressing all acts of fraud and corrupt practices against UNDP as well as third parties involved in UNDP activities. (See http://www.undp.org/about/transparencydocs/UNDP Anti Fraud Policy English FINAL june 2011.pdf and http://www.undp.org/content/undp/en/home/operations/procurement/procurement protest for full description of the policies)</i>
24		Other Information Related to the RFP	<i>UNDP has zero tolerance for fraud and corruption, meaning that to the RFP UNDP vendors are not to engage in fraud or corruption. Vendors engaged in fraud and corruption will be subject to sanctions. Fraud includes the submission of fraudulent or misrepresented documents, such as bid securities and financial statements.</i>

Section 4. Evaluation Criteria

Preliminary Examination Criteria

Proposals will be examined to determine whether they are complete and submitted in accordance with RFP requirements as per below criteria on a Yes/No basis:

- Appropriate signatures
- Power of Attorney
- Minimum documents provided
- Technical and Financial Proposals submitted separately
- Proposal Validity

Minimum Eligibility and Qualification Criteria

Eligibility and Qualification will be evaluated on Pass/Fail basis.

If the Proposal is submitted as a Joint Venture/Consortium/Association, each member should meet minimum criteria, unless otherwise specified in the criterion.

Subject	Criteria	Document Submission requirement
ELIGIBILITY		
Legal Status	Vendor is a legally registered entity.	Form B: Bidder Information Form
Eligibility	Vendor is not suspended, nor debarred, nor otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization in accordance with ITB clause 3.	Form A: Technical Proposal Submission Form
Conflict of Interest	No conflicts of interest in accordance with ITB clause 4.	Form A: Technical Proposal Submission Form
Bankruptcy	Not declared bankruptcy, not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against the vendor that could impair its operations in the foreseeable future.	Form A: Technical Proposal Submission Form
QUALIFICATION		
History of Non-Performing Contracts¹	Non-performance of a contract did not occur as a result of contractor default for the last 3 years.	Form D: Qualification Form
Litigation History	No consistent history of court/arbitral award decisions against the Bidder for the last 3 years.	Form D: Qualification Form

¹ Non-performance, as decided by UNDP, shall include all contracts where (a) non-performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non-performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non-performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

Previous Experience	<p>Minimum 2 similar contracts in nature and complexity implemented over the last (10) years.</p> <p>Minimum one of above indicated contracts equals or above USD\$450,000 successfully implemented during the last 10 years.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form
Financial Standing	<p>Minimum average annual turnover of USD 900,000 for the last 3 years.</p> <p>Submit Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past five years (2014-2015-2016-2017-2018). The bidders having completed financial audited statement for 2019 should also submit the report which will be considered for evaluation.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p> <p>UNDP shall verify the financial capacity of the bidder and has the authority to seek references from concerned parties & banks on the bidder's financial standing.</p> <p>UNDP has the right to reject any bid if submitted by a contractor whom investigation leads to a result that he is not Financially capable and/ or had serious financial problems.</p>	Form D: Qualification Form
	<p>Bidder must demonstrate the current soundness of its financial standing and indicate its prospective long-term profitability.</p> <p><i>(For JV/Consortium/Association, all Parties cumulatively should meet requirement).</i></p>	Form D: Qualification Form

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Points Obtainable
1.	Bidder's qualification, capacity and experience	300
2.	Proposed Methodology, Approach and Implementation Plan	350
3.	Management Structure and Key Personnel	350
	Total	1000

Details of Evaluation:

Section 1: Organization's qualification, capacity and experience (300 points)		Points Obtainable
1.1	Overall organizational capability which has a direct impact upon implementation of the Project <ul style="list-style-type: none"> - Clarity of the Organizational Structure (Organogram) - 25 Points - Operational capacity in handling similar/complex projects, including ability to conduct field-based activities in the target locations referred to in the TOR (List of similar Projects with amount, locations and beneficiaries) - 20 points - The Organization's financial management capacity; (Audit Reports for the past 3 years) - 15 points - The Organization's quality assurance processes and standards (policies) – 20 points 	80
1.2	Proven technical <i>expertise and experience</i> in implementing Job Apprenticeship training programming in the semi-emergency, post-conflict context, specifically in Iraq. Minimum two relevant project successfully completed.	60
1.3	Proven technical expertise and experience in the design and management of needs-based livelihoods interventions of over \$500,000 (implementing business support grants, CfW, apprenticeship & job placement and vocational training) in Iraq (which are conflict and gender sensitive); <ul style="list-style-type: none"> - Below 2 projects: 5 points - 2 and above 40 points 	40
1.4	Proven expertise in working with IDPs, returnee and host populations Based on the number of projects implemented before this intervention- Each project 5 points up to a maximum of 30 points in total	30
1.5	Minimum 2 years' experience working in Iraq, current operational presence in Iraq with a specific focus on Ninawa and Kirkuk Governorate and local stakeholders.	30
1.6	Minimum 2 years' experience working either as an NGO or consortium of NGOs in Iraq, current operational presence in Iraq and capacity to network extensively with the Government, with a specific focus on Ninewa Governorate and Kirkuk and local stakeholders.	30
1.7	Previous work undertaken with UN Agencies and/or international organizations (List of projects, locations, value of each project, number of beneficiaries served) (Each previous experience 5 points, to a maximum of 30 points)	30
Total Section 1		300

Section 2: Proposed Methodology, Approach and Workplan (350 points)		Points Obtainable
2.1	<p>Clarity and relevance of the proposed methodology, to the local context and to achieve the Deliverables of the TOR</p> <ul style="list-style-type: none"> a) Clarity of the situation and problem analysis, and the justification. Evidence based analysis is essential. (25points) b) Clarity of the proposed approach to achieve the Outputs detailed in the TOR. UNDP programming principles of rights-based approaches to programming and do no harm, being applied. (20 points) c) Creativity/innovation presented in the overall methodology, and how inter-linkages are created between activities (20 points) d) Gender mainstreamed across the proposal. This includes identifying the differentiated needs of women and men, addressing unequal power relations and specifying how women will be empowered through the project (15 points) e) Environmental considerations mainstreamed across the proposal (10 points) f) Sustainability and Exit strategy (10points) g) Risk analysis with robust mitigation measures (20) 	120
2.2	Realistic and complete work plan which reflects clear and comprehensive understanding of the scope of work in the TOR. Detailed activity list with timeframes must be provided. (Minimum 5 points, up to a maximum of 30 points).	30
2.3	<p>Quality of the <i>monitoring and evaluation and reporting system</i> proposed</p> <ul style="list-style-type: none"> a) Results Framework provided – completeness with indicators (for each level), baselines and targets; suitability and clarity of SMART indicators which measure results both quantitatively and qualitatively (35 points) b) Monitoring System and Plan (including data management and methodologies for assessing change, including cash handling and in-kind monitoring tools) (20 points) c) Reporting, Communications and Visibility Plan (25 points) 	80
2.4	<p>Clarity on</p> <ul style="list-style-type: none"> a) the division of roles and responsibilities/division of labour among the Project Key Staff positions, and any other proposed support positions. Includes description of how the work of the team will come together as part of the overall assignment (55 points) b) the quality assurance process for the project (For example, technical quality assurance of activity design and implementation, reporting and taking timely corrective measures on the recommendations; checks and balances in every stage of the project implementation; ensuring that projects are having strong results focused.) 20 points 	75
2.5	<ul style="list-style-type: none"> a) Effectiveness of partnerships, as part of the project strategy, including: Proof of partnership with local grassroots civil society organization(s) or other CSOs or other stakeholders and relevant government institutions, as part of the implementation strategy (35 points) b) Clarity about the division of roles and responsibilities between project partners (10 points), if applicable 	45
Total Section 2		350

Section 3: Management Structure and Key Personnel (350 points)		Points Obtainable
3.1	Project Manager (110) - 1 position	
	a) Minimum 4 years' experience in designing, implementing and managing similar projects and activities in Iraq and access to key stakeholders in Iraq. Provide specific reference to experience working in the target locations referred to in the TOR.	30
	b) Proven knowledge and experience in results-based management, specifically in project management of livelihoods activities.	25
	c) Experience in leading on livelihoods assessments, with understanding of both field data collection and analysis.	10
	d) Strong ability to work with diverse groups/individuals – ranging from local partners, local authorities, humanitarian community and the private sector.	10
	e) Proven ability in staff, donor, contract and budget management	15
	f) A minimum Undergraduate University Degree in business management, sociology, rural development, economics, development studies, peace and conflict studies or related fields;	10
	i) Proficiency in English-language writing and presentation is required; knowledge of Arabic desirable;	10
3.2	Field support staff (50) – 2 position	
	a) Minimum 2 years' experience in designing and conducting assessments, survey for livelihoods support projects, with experience in collecting data from stakeholders.	15
	b) Proven experience in adapting good communication with third party and stakeholders.	10
	c) Proven experience in integrating gender responsiveness in livelihood programming	10
	d) Minimum Graduate Level University Degree in development studies, sociology, peace and conflict studies, economics or related fields;	10
	f) Proficiency in Arabic is required.	5
3.3	Technical Support-Livelihood coordinators 2 position-(80)	
	a) Minimum of four (2) years in position as Livelihoods coordinator. Must have handled/managed at least one (01) project of similar nature and complexity in the past.	30
	b) Relevant Academic Background (Bachelor's in business administration, Socio-economic development or equivalent.	15

	c) Skills: Coordination; Harmonization; Strong Team Leadership; Interpersonal, Project Management, Communication, agility.	25
	d) Proficiency in English and Arabic is required;	10
3.4	The legal officer (1 position) - (50)	
	a) Bachelor' Degree in Law	10
	b) Minimum 2 years of progressive experience working with NGOs, private sector and local authority.	20
	c) Minimum 2 years of experience in providing technical assistance and monitor a project's legal affairs, ensuring that they remain in compliance with all laws and regulations concerning their field.	10
	d) Proficiency in Arabic is required.	10
3.5	Finance and administration Officer one position (60)	
	a) Minimum 2 years' experience in financial and administrative management of projects for non-governmental organizations, and handling audit processes	25
	b) Minimum of undergraduate degree and/or professional qualification in accounting, finance, and management or related fields;	15
	c) Knowledge of computerised systems and demonstrable experience of working with computerised accounting packages and spreadsheets would be an added advantage; Including good knowledge of Accounting practices, policies and procedures.	10
	Proficiency in English and Arabic -language is required.	10
	Total Section 3	350

Terms of Reference: Apprenticeship and Job Placement in Kirkuk and Mosul/ Iraq under the Funding Facility for Stabilization**1. Background**

The conflict in Iraq since 2014 led to significant destruction of assets, infrastructure, and caused displacement of Iraqis. There has been a considerable progress in the Government of Iraq, with the support of its security forces, retaking control over cities in Iraq occupied by the Islamic State of Iraq and Levant (ISIL). Therefore, with the objective of providing immediate support to newly liberated areas in Iraq in order to support improved conditions for IDPs to return to their homes, UNDP Iraq and the Government of Iraq agreed to establish the Funding Facility for Stabilization (FFS).

People in Iraq were subjected to years of violence, abuse, humiliation and forceful displacement under ISIS rule in the cities.

Since 2014, the number of internally displaced persons (IDPs) returning to their areas of origin has reached 4.7 million, while approximately 1.39 million remain displaced as of April 2020. Although major efforts are underway to rebuild the country and jumpstart local economies, significant barriers to return endure, including security concerns, fear and trauma; lack of social cohesion; issues related to documentation; lack of livelihoods; and destroyed or damaged housing. As return rates slow down, protracted displacement and the sustainability of returnees are concerns which need to be addressed, as a growing number of Iraqis are forced to make increasingly high-risk choices in order to cope. With protracted displacement expected to endure in 2020, assistance must continue targeting returnees and those who didn't flee Mosul in liberated areas in Iraq.

Generating income support for eligible returnees and host communities, who have stayed during the conflict, will avoid recurrent cycles of insecurity and protracted fragility. It will alleviate the burden on state-building and public finance in an adverse economic environment. It would also decrease the risks of significant deterioration in the relationships between host communities and returnees, stemming from mounting socio-economic pressure on all communities, and the threat of domestic security incidents.

2. Project purpose and objective

FFS intends to target youth (between 22 and 28 years old), especially fresh undergraduates and unemployed segments who are seeking for jobs in Mosul and Kirkuk. The project's main objective is to support generating income for the unemployed youth, both men and women, via coordination with specific private sector to arrange training/ apprenticeship which will be followed by direct job placement. The eligible candidates will be trained for three months in order to learn to work in certain professional fields depends on the market demands and companies' offers of apprenticeship. After getting the certificate for completing the three-month apprenticeship, they will be eligible to hiring by same sector or to be referred to other service sector to start work, and supported with such job placement.

This project proposes to concentrate efforts within targeted locations in Mosul and Kirkuk, where there is high concentration of returnees and host community, as much as the access is permitted in terms of security.

UNDP Iraq intends to contract a national or a consortium of national and international NGOs to implement the apprenticeship and job placement for job seekers among host communities and returnees in Mosul and Kirkuk cities. Therefore, the main purpose of this project is to:

- Build partnerships with private sector companies in growth sectors that can partner with UNDP to support increase income generation for beneficiaries, as well as source qualified labour. Support logistics of UNDP partnering with the selected private companies, including arranging for the on-the-job trainings and job placement at selected companies.
- Facilitate vocational and on-the-job trainings (or apprenticeships) with or without partnership with private sector, to improve the quality of curriculum and ensure skills needed are matched.
- Match job seekers with long-term employment (at least 6 months) protected by a legal employment agreement (contract). Ensure stringent monitoring of the contract's terms of the employment to protect the rights of the employed.

The priority will be given to the below:

- Fresh undergraduates.
- Those unemployed but hold diplomas and/ or bachelor's degrees and willing to find a job
- The project shall prioritize persons with disabilities and women from those who fall under the above mentioned criteria

The below objectives will be achieved by the end of this project;

- Generating sustainable income to the unemployed youth, women (minimum 30%) and men.
- Build the capacity and employable skills of the youth which will pave the way to job hunting.
- Empowering youth (men and women) with their self-esteem, and social status.
- To promote women empowerment and gender equality.

3. Targeted Beneficiaries:

- Direct Beneficiaries:
 - 300 unemployed youth (minimum 30% women) gained employment for minimum 6 months with a valid contract after completing three-month training
- Indirect Beneficiaries:
 - An estimated 1,500 family members of the 300 trainees

4. Scope of Services and Expected Results

The project will take place mainly in returnee concentrated and liberated areas in Ninewah and Kirkuk Governorates, mainly in urban areas (Mosul and Kirkuk cities) depending on the feasibility, operationality as well as value for money.

The potential partner organization that will implement this project needs to develop and submit a proposal with a clear approach, methodology, implementation and monitoring plan, budget and other relevant strategies (such as accountability to communities, value for money, gender empowerment, environmental and social impact as well as capacity building of national institutions) to be able to cover the scope of work and deliver quality results.

4.1 Expected Outcome:

Self-resilience of University and Diploma fresh graduates returnees and Host communities in liberated areas and employment enhancement through the increase in and access to sustainable jobs in returnee concentrated and liberated areas in the Kirkuk and Ninewah Governorates

4.2 Expected Output

Output 1: Sustainable employment opportunities in coordination and engagement with private sector are created in Mosul and Kirkuk cities.

4.3 Minimum Activities:

1. Assess the need of labor in market by sector in Mosul and Kirkuk.
2. The NGO is identifying the potential companies/private sector for implementing the project.
3. Use public/developmental partners and UNDP commissioned studies, as well as, the database of existing private sector partners from previous similar projects, to target companies operating in promising sectors demonstrating growth or potential.
4. Produce communication materials targeting potential beneficiaries for project visibility and job placement outreach.
5. Outreach to private companies seeking skilled labour. Create a database of potential private sector employers with contact details. Regularly outreach to private sector companies to enlarge the database of potential employers.
6. Regularly coordinate with Mosul University, Northern Technical University, Ninewah University, Kirkuk University and MoLSA to advocate for this project in order for the fresh under graduates to apply their C.Vs to the NGO directly.
7. In coordination with UNDP, set beneficiary selection criteria (to be provided to UNDP in advance for endorsement) and select beneficiaries, ensuring transparency, to participate in the trainings, as well as trainees on specific subjects. The selection should include the vulnerability criteria as well as employability skills. The NGO will ensure taking the Emergency Livelihoods Cluster SOP's as guideline, ensuring transparency according to appropriate criteria, based on employability and entrepreneurial skills.
8. In coordination with UNDP, select the beneficiaries for participation in the Apprenticeship Project. Beneficiaries are prioritized on the basis of vulnerability and willingness to engage in the Apprenticeship Project.
9. Extend and establish partnership arrangements with the private sector companies for the planned activities (training and a minimum period of 6 months of employment). The letter should be signed between private sector companies (fresh graduate) and NGO.
10. Conduct the baseline survey to set the baseline which will enable assessing the impact of employment on livelihood development including a beneficiary profiling exercise.
11. Facilitate and provide apprenticeships linked to job placements.
12. Facilitate job placement for a minimum 300 fresh graduates job seekers from among returnees and Host communities using employment contract (to be drafted for at least 6 months of employment) , where the terms of the contract need to be drafted by the NGO and approved by UNDP before sharing it with the company and later to be signed between the company and the trainee, in order to protect the rights of trainees

13. Hold a commencement and graduation ceremony for the apprenticeship graduates with selected private company.

14. Regularly undertake field visits to monitor job placement with employers (including to ensure quality of the job-placement, and treatment of the beneficiaries), and facilitate joint visits for UNDP (costs for UNDP's engagement not to be factored in the budget). Foster a relationship and working arrangement with a legal employment advisor/lawyer (paid as part of the project support) and the host employer (unpaid) to ensure monitoring of job placement beneficiaries' rights and adherence with the contract beyond the implementation of the UNDP funded project.

15. Place a mechanism to receive and address any grievances from the beneficiaries or members from the target communities.

17. Monitor contracts, work conditions, length of placement, salary amount and compliance with other aspects of the legal agreements with the host employers and contracts between the employers and beneficiaries. Conduct these activities in partnership with a legal employment advisor/ lawyer.

5. *Institutional/Management Arrangement*

This Project will be implemented under the framework of UNDP's Funding Facility for Stabilization Project (FFS). The selected Organization will be required to assign a Focal Point per each geographic area (one in Mosul and one in Kirkuk), who will work in overall coordination with, and report for all day to day requirements, directly to the UNDP Livelihoods Specialist for FFS.

5.1 The NGO will be required to assign key personnel including below:

1. Project Manager, for the entire project
2. Two Field support staff, one for Mosul and one for Kirkuk.
3. Two Technical Support-Livelihood coordinators (focal point) one for Mosul and one for Kirkuk
4. One Financial and Administration Officer
5. The legal officer/ lawyer should be part of the support managerial costs Monitoring and Evaluation:

Specific qualifications for the above key personnel are as included in the Technical Evaluation Criteria (pp. 24-25 of this document).

The selected Organization will be required to have a stringent result monitoring system in place, and process of documenting results, challenges/issues and mitigation measures, and lessons learnt as a minimum. UNDP will also undertake periodic programmatic monitoring, and undertake financial spot-checks, as part of its quality assurance processes.

Additionally, periodic progress review meetings will take place between the selected Organization and UNDP (and where relevant together with other partners relevant to this project). Two Project progress review meetings will take place, one before the release of each financial tranche. The timelines for such meetings will be agreed upon, after signing the Grant Agreement.

5.2 Reporting and Visibility

The selected Organization will be required to submit:

- An inception report, including an updated Detailed Work Plan to be approved by UNDP
- A Progress Report, which comprises of a Narrative and Financial Report, on a monthly basis to UNDP (on the 5th day of each next month), during the period of the Agreement
- A Final Project Completion Report and Final Financial Report, within 1 month of completion of activities. This report to include activities, achievements, challenges, results and lessons learnt along with success stories about beneficiaries. Upon submission of this Report, a Final Review meeting will also be held between UNDP and the NGO.
- An immediate Impact Assessment within 1 month of completion of activities, together with the Final Project Completion Report.

UNDP's visibility guidelines will apply to the project, and as a minimum apply to;

- Pictures, videos, press releases
- Success stories and case studies
- Any newsletters prepared by the Organization capturing progress of the project activities

Project signboard, banners, t-shirts, posters, wall stickers and any other relevant visibility items such as training manuals and other training materials.

- Innovative, context specific and environmentally friendly visibility items.
- All visibility items should be approved by UNDP before printing.
- Reporting Templates will be provided at the point of signing the Grant Agreement.

5.3 The NGO will be responsible for;

- Provision of all required technical and project management expertise/ human resources required to implement the project and ensure quality control systems are in place.
- Place of logistics and operations required for implementation of the project, and that the equipment and assets procured under the Project by the Organization are maintained properly and are kept and administered in line with UNDP Rules and Regulations
- Ensure that the safety and security of staff working for the Organization and the BNFs are in place.
- Timely completion of activities and reporting requirements.
- Inform and advise UNDP of all issues relating to/or potentially affecting project implementation.
- Placement of appropriate filing systems, both physical and electronic, and keep all relevant papers, documents, such as payment requests and receipts, voucher, invoices attendance sheets, certificate of completion-CoC,, monitoring reports, pictures, video clips, progress and final reports.
- Provide full supporting documents for each BNFs (IDs, Receipts and signed Attendance sheet).
- .
- Monthly apprenticeship attendance sheet for entire duration of the apprenticeship
- Certificate of completion for each BNFs that should be signed by private sector and the NGO.
- Weekly fee sheet for each BNFs should sign/provide fingerprint against the beneficiary name. No other individual can accept/sign/fingerprint on behalf of the beneficiary.
- The payment will be based on deliverables which will be stated below:
- UNDP will reimburse the NGO, through the Electronic Bank Transfer system to the bank account of the NGO the exact amount provided in addition to the management fees due, within 30 working days, upon receiving the NGO's original invoice supported by the following:
 - BNFs documents, attendance sheet and CoC .
- The NGO undertakes sole responsibility for paying income taxes, social security and any other fees and charges as per federal and regional laws and rules.

- UNDP will not be responsible for the loss of any money during the process of providing same, and the NGO shall be solely responsible in respect of any insurance coverage, which may be required to protect against such loss. The NGO will honor all payment obligations regardless of the loss circumstances, provided such obligations are in the custody of the NGO, at the time of the loss.
- Personnel acting on behalf of the NGO shall not be entitled for any benefit, payment, compensation or entitlement.
- Activities/works supported by the project shall promote environmentally friendly practices and must not implement interventions that are against the global environmental conservation principles. The projects shall be aligned to the guidelines provided in the National Environmental Strategy and Action Plan of Iraq.

5.4 As part of the assignment:

UNDP will provide:

- Technical advisory support to the NGO.
- Approve the rapid assessment contents and report.
- Provide quality assurance to the programming and work collaboratively with the NGO to find solutions to challenges/issues.
- Undertake periodic monitoring visits to project implementation locations with a view to assess the progress of implementation, attendance of trainees, quality of training provided and identify challenges/ issues to help find solutions.
- Approve templates/ forms and reports developed by the NGO upon signing the contract and this includes as a minimum
 - i. Reporting Templates
 - ii. Visibility Guidelines
- Participate in the evaluation committee and approve the selected beneficiaries.

6. Duration of the project

The overall contract duration will be a period of **ten months**, from 1 October 2020 to 30 June 2021 , including project planning, implementation and reporting. One month is provided to complete all reporting obligations under the Project and final closure: the activities should therefore, be completed before 30 April 2021 at the latest.

6. Deliverables and Estimated Payment Schedule

Payments to the NGO/ Service Provider are proposed to be made into two tranches; each payment worth 50% after completion of 50% of the activities upon the completion of the below defined deliverables, and the certification/ endorsement of the deliverables by UNDP.

Payments are proposed to be made according to the following schedule, upon the completion of defined deliverables, and the certification of the deliverables by UNDP.

Installment	Deliverables	Amount %
1	Upon Completion of: 1.Kick-Off meeting; 2.Review and acceptance of the updated detailed work plan.	50%
	Upon Completion of: 1. Develop the beneficiary selection criteria and selection process, and select beneficiaries; 2. Manage to train at least 20% and submission of the list 3. Submission of monthly progress reports (reviewed and approved by UNDP). 4.Settlement of a minimum 80% of the previous funds provided	
2	Upon: 1.Submission of a progress report and submission of financial report clearing 80% of the second payment; 2.manage to train numbers of at least 60%; 3.Approval of monthly progress reports and submission of beneficiary lists. 4.Settlement of a minimum 80% of the previous funds provided	50%
	Upon Completion of: 1.Outputs 1 (Upon reaching 100% of beneficiaries); 2.Review and acceptance of monthly progress reports; 3.UNDP approvals of final reports (narrative and detailed financial report)	

7. Performance Evaluation and Review

- The NGO shall in discussion with UNDP agree when to meet and discuss issues of mutual concern, to review the performance of services and to discuss improvements which NGO should make in order to achieve more effective services and greater savings.
- Additionally, mandatory periodic progress review meetings will take place between the NGO and UNDP. The timelines for such meetings will be agreed upon, after signing the Grant Agreement.

8. Scope of the Technical and Financial Proposal

The Technical Proposal must be submitted following the Template provided in Annex A, and the Financial Proposal must be submitted following the Template provided in Annex B. The overall Submission must be accompanied with the following minimum **supporting documentation**, to demonstrate their qualification and interest

A. Technical Proposal (which will include the following):

1. A letter of interest
2. Copy of the Organization's Registration in the Kurdistan Region of Iraq and a copy of Registration with the Federal Government of Iraq (mandatory).
3. Organization Profile including Management arrangements, Operational and Finance Management capacities, and past experience in similar projects and at least 3 references.
4. CVs for the proposed Key Staff Positions required for the Project, including references.
5. If the project to be implemented through consortium, a profile of any additional partners to be engaged as part of the Project.
6. Minimum 2 years' experience working in Iraq, current operational presence in Iraq and capacity to network extensively with the Government, private sector partnerships with a specific focus on Ninewa Governorate, Kirkuk and local stakeholders.

7. Detailed Technical Proposal. Includes context analysis, evidence sources/data, **proposed methodology for the project**, Results Framework, Risk Analysis etc.
8. Audit Reports for the past 3 years (2014,2015,2016, 2017 and 2018).

B. Financial Proposal

The Financial Proposal must provide a detailed cost breakdown for the achievement of each Activity, providing separate figures for each expense category, which shall include the followings;

-The cost breakdown will be used to determine the value for money against each unit cost, as well as the calculation of price in the event both parties have agreed to add new deliverables to the scope of Services.

The Financial Proposal Template provided is to guide the applicant, and not to restrict the applicant. Budget should also be submitted in excel format.

9. Eligibility Criteria

The applicant organizations must be non-profit non-governmental organizations (NGOs), with Registrations from the Federal Government of Iraq and Kurdistan Region of Iraq that are valid for the duration of this project. **Without these Registrations, the submission will not be deemed eligible. Qualified local NGOs are strongly encouraged to apply.**

If there is a staff member of UNDP, who has any relationship with the organization, as an owner or relative of the owner or member of the Board of Directors or part of their management team etc., this should be officially notified to UNDP prior to the start of the selection process.

The applicant organizations must have the following minimum expertise and experience:

- Proven *expertise and experience* working on livelihoods in an emergency and recovery context, especially Rapid Market Assessments, implementing apprenticeship project and any type of income generation activities.
- Proven *technical expertise and experience* in the design, implementation, and management of apprenticeship project and skills development projects as well as job placement.
- Proven overall organizational capability which has a direct impact upon implementation of the Project (includes Management structure, Management arrangement including quality assurance processes for the scope of work in the ToR, Operational Capacity to arrange logistics, human resources, administration, and financial management capacities)
- Proven experience of monitoring and evaluating livelihoods projects.
- Established minimum 2-year operational presence in Iraq working on similar projects, with the proven ability to work in Kirkuk and Ninewa Governorate.
- A minimum 3 similar or Livelihoods projects implemented by the applicant.
- Demonstrable experience coordinating with other livelihoods actors in Iraq as well as local authorities and relevant directorates to facilitate the project implementation.
- Previous work undertaken with UN Agencies and/or international organizations.
- Proven, strong social capital and partnerships with local grassroots organizations, networks and movements (particularly those working on issues relevant to this TOR) in the target locations specified in this TOR, and the proven ability to create formal working relationships to collaboratively implement this project

Others:

Gender Based Violence

Sometimes new economic opportunities can increase women's and girls' risk of gender-based violence (GBV) but it's requested to mitigate many of these risks by understanding and building protective elements, such as those detailed below, into the project design and implementation to mitigate these risks as much as possible.

- The NGO should put in place a stringent monitoring system to ensure safeguarding against Gender Based Violence (GBV) or sexual exploitation of beneficiaries by any of the personnel of the selected responsible party. In case of any incidents of harassment, sexual harassment or GBV, take required measures in line with the UNDP Policies on Safeguarding against PSEA, and the Protection Cluster guidelines on the subject.
- Train all staff who are working in this project on sexual exploitation and abuse and reporting mechanisms and sign codes of conduct.
- Monitor work conditions and security regularly to ensure that participants are safe from exploitation, sexual abuse and harassment
- Assist women to conduct safety assessments of the possible locations for placing their businesses.
- Ensure women's BNFs have emergency procedures in place, including police contacts for robberies, theft, break-ins and harassment.
- Consider carefully the methods as well as the places where the job placement is going to be done, including the venues of training.

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 the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.
- The UNDP shall be entitled to a refund from the NGO for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses; the NGO should reimburse such funds forthwith.
- Where the NGO fails to reimburse such funds, UNDP reserves the right to seek recovery and/or take any other action as it deems necessary.
- The NGO acknowledges and agrees that, at any time, UNDP may conduct investigations related to any aspect of the Contract, the obligations performed under the Contract, and the operations of the organization generally. The right of UNDP to conduct an investigation and the organization obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract.
- The NGO shall provide its full and timely cooperation with any such inspections, post payment audits or investigations. Such cooperation shall include, but shall not be limited to, the NGO's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the NGO's premises.
- In the event that the NGO agrees with the results of any audit then the NGO shall reimburse the relevant funds as soon as reasonably possible. In the event that the NGO is not in agreement with any or all elements of any such audit report, then the matter shall be dealt with in accordance with General conditions of contracts for services.

Section 6: Returnable Bidding Forms / Checklist

This form serves as a checklist for preparation of your Proposal. Please complete the Returnable Bidding Forms in accordance with the instructions in the forms and return them as part of your Proposal submission. No alteration to format of forms shall be permitted and no substitution shall be accepted.

Before submitting your Proposal, please ensure compliance with the Proposal Submission instructions of the BDS 22.

Technical Proposal Envelope:

Have you duly completed all the Returnable Bidding Forms?	
▪ Form A: Technical Proposal Submission Form (Mandatory)	<input checked="" type="checkbox"/>
▪ Form B: Bidder Information Form	<input type="checkbox"/>
▪ Form C: Joint Venture/Consortium/ Association Information Form (Mandatory) if applicable	<input type="checkbox"/>
▪ Form D: Qualification Form	<input type="checkbox"/>
▪ Form E: Format of Technical Proposal (Mandatory)	<input checked="" type="checkbox"/>
▪ Other Documents as required in the TOR	<input checked="" type="checkbox"/>
Have you provided the required documents to establish compliance with the evaluation criteria in Section 4?	<input type="checkbox"/>

Financial Proposal Envelope

▪ Form F: Financial Proposal Submission Form	<input checked="" type="checkbox"/>
▪ Form G: Financial Proposal Form Password protected	<input checked="" type="checkbox"/>

IMPORTANT NOTICE: DO NOT DISCLOSE your price anywhere in your submission or e-tendering system other than encrypted financial proposal. Please insert "1" as your bid price in e-tendering line item.

Financial proposal should be password protected and uploaded to e-tendering system. Password of Financial proposal MUST NOT be provided to until requested by UNDP. No price value should be disclosed in your technical proposal. Failure in compliance with the mentioned condition shall result in rejection of the offer.

Note: The above Mandatory Documents must be submitted along with the proposal. In case the Proposer did not submit these forms, the Proposer's submission will not be further considered.

Form A: Technical Proposal Submission Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP 312/20- Apprenticeship Job Placement in Kirkuk and Mosul		

We, the undersigned, offer to provide the services for **Apprenticeship Job Placement in Kirkuk and Mosul** in accordance with your Request for Proposal No. **RFP312/20** and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

We hereby declare that our firm, its affiliates or subsidiaries or employees, including any JV/Consortium /Association members or subcontractors or suppliers for any part of the contract:

- a) is not under procurement prohibition by the United Nations, including but not limited to prohibitions derived from the Compendium of United Nations Security Council Sanctions Lists;
- b) have not been suspended, debarred, sanctioned or otherwise identified as ineligible by any UN Organization or the World Bank Group or any other international Organization;
- c) have no conflict of interest in accordance with Instruction to Bidders Clause 4;
- d) do not employ, or anticipate employing, any person(s) who is, or has been a UN staff member within the last year, if said UN staff member has or had prior professional dealings with our firm in his/her capacity as UN staff member within the last three years of service with the UN (in accordance with UN post-employment restrictions published in ST/SGB/2006/15);
- e) have not declared bankruptcy, are not involved in bankruptcy or receivership proceedings, and there is no judgment or pending legal action against them that could impair their operations in the foreseeable future;
- f) undertake not to engage in proscribed practices, including but not limited to corruption, fraud, coercion, collusion, obstruction, or any other unethical practice, with the UN or any other party, and to conduct business in a manner that averts any financial, operational, reputational or other undue risk to the UN and we *embrace the principles of the United Nations Supplier Code of Conduct and adhere to the principles of the United Nations Global Compact.*

We declare that all the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification and/or sanctioning by the UNDP.

We offer to provide services in conformity with the Bidding documents, including the UNDP General Conditions of Contract and in accordance with the Terms of Reference

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand and recognize that you are not bound to accept any Proposal you receive.

I, the undersigned, certify that I am duly authorized by [Insert Name of Bidder] to sign this Proposal and bind it should UNDP accept this Proposal.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form B: Bidder Information Form

Legal name of Bidder	[Complete]
Legal address	[Complete]
Year of registration	[Complete]
Bidder's Authorized Representative Information	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Are you a UNGM registered vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UGNM vendor number]
Are you a UNDP vendor?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, [insert UNDP vendor number]
Countries of operation	[Complete]
No. of full-time employees	[Complete]
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your NGO hold any accreditation such as ISO 14001 related to the environment? (If yes, provide a Copy of the valid Certificate):	[Complete]
Does your NGO have a written Statement of its Environmental Policy? (If yes, provide a Copy)	[Complete]
Contact person UNDP may contact for requests for clarification during Proposal evaluation	Name and Title: [Complete] Telephone numbers: [Complete] Email: [Complete]
Please attach the following documents:	<ul style="list-style-type: none"> ▪ NGO Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured ▪ A letter explaining why the applicant organization considers itself the most suitable candidate for the work ▪ Copy of the organization registration in the Kurdistan region of Iraq and copy of the registration with the Federal government of Iraq(Mandatory) ▪ Organization profile including management arrangements, operational and finance management capacities and past experience in similar projects at least 3 references ▪ Completed and signed detailed CVs for the proposed key staff positions required for the project, including references ▪ Profile of any additional partners to be engaged as a part of project ▪ Sample list of similar projects implemented previously

- Detailed Technical proposal , includes context analysis, evidence source/data, proposed methodology for the project, results framework, risks Analysis...etc
- Local Government permit to locate and operate in assignment location, if applicable
- Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country
- Power of Attorney
- Audit reports for the past 5 years (2014,2015,2016,2017 and 2018)

Form C: Joint Venture/Consortium/Association Information Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP 312/20- Apprenticeship Job Placement in Kirkuk and Mosul		

To be completed and returned with your Proposal if the Proposal is submitted as a Joint Venture/Consortium/Association.

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of services to be performed
1	[Complete]	[Complete]
2	[Complete]	[Complete]
3	[Complete]	[Complete]

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	[Complete]
--	------------

We have attached a copy of the below document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

☐ Letter of intent to form a joint venture **OR** ☐ JV/Consortium/Association agreement

We hereby confirm that if the contract is awarded, all parties of the Joint Venture/Consortium/Association shall be jointly and severally liable to UNDP for the fulfillment of the provisions of the Contract.

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Name of partner: _____ Name of partner: _____

Signature: _____ Signature: _____

Date: _____ Date: _____

Form D: Qualification Form

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP 312/20- Apprenticeship Job Placement in Kirkuk and Mosul		

If JV/Consortium/Association, to be completed by each partner.

Historical Contract Non-Performance

<input type="checkbox"/> Contract non-performance did not occur for the last 3 years			
<input type="checkbox"/> Contract(s) not performed for the last 3 years			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Reason(s) for non-performance:	

Litigation History (including pending litigation)

<input type="checkbox"/> No litigation history for the last 3 years			
<input type="checkbox"/> Litigation History as indicated below			
Year of dispute	Amount in dispute (in US\$)	Contract Identification	Total Contract Amount (current value in US\$)
		Name of Client: Address of Client: Matter in dispute: Party who initiated the dispute: Status of dispute: Party awarded if resolved:	

Previous Relevant Experience

Please list only previous similar assignments successfully completed in the last 3 years.

List only those assignments for which the Bidder was legally contracted or sub-contracted by the Client as a company or was one of the Consortium/JV partners. Assignments completed by the Bidder's individual experts working privately or through other firms cannot be claimed as the relevant experience of the Bidder, or that of the Bidder's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Bidder should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNDP.

Project name & Country of Assignment	Client & Reference Contact Details	Contract Value	Period of activity and status	Types of activities undertaken

Bidders may also attach their own Project Data Sheets with more details for assignments above.

☐ Attached are the Statements of Satisfactory Performance from the Top 3 (three) Clients or more.

Financial Standing

Annual Turnover for the last 3 years	Year	USD
	Year	USD
	Year	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 3 years		
	Year 1	Year 2	Year 3
	<i>Information from Balance Sheet</i>		
Total Assets (TA)			
Total Liabilities (TL)			
Current Assets (CA)			
Current Liabilities (CL)			
	<i>Information from Income Statement</i>		
Total / Gross Revenue (TR)			

Profits Before Taxes (PBT)			
Net Profit			
Current Ratio			

☐ Attached are copies of the audited financial statements (balance sheets, including all related notes, and income statements) for the years required above complying with the following condition:

- a) Must reflect the financial situation of the Bidder or party to a JV, and not sister or parent companies;
 - b) Historic financial statements must be audited by a certified public accountant;
 - c) Historic financial statements must correspond to accounting periods already completed and audited.
- No statements for partial periods shall be accepted.

Form E: Format of Technical Proposal

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP 312/20- Apprenticeship Job Placement in Kirkuk and Mosul		

The Bidder's proposal should be organized to follow this format of Technical Proposal. Where the bidder is presented with a requirement or asked to use a specific approach, the bidder must not only state its acceptance, but also describe how it intends to comply with the requirements. Where a descriptive response is requested, failure to provide the same will be viewed as non-responsive.

SECTION 1: Bidder's qualification, capacity and expertise

- 1.1 Brief description of the organization, including the year and country of incorporation, and types of activities undertaken.
- 1.2 General organizational capability which is likely to affect implementation: management structure, financial stability and project financing capacity, project management controls, extent to which any work would be subcontracted (if so, provide details).
- 1.3 Relevance of specialized knowledge and experience on similar engagements done in the region/country.
- 1.4 Quality assurance procedures and risk mitigation measures.
- 1.5 Organization's commitment to sustainability.

SECTION 2: Proposed Methodology, Approach and Implementation Plan

This section should demonstrate the bidder's responsiveness to the TOR by identifying the specific components proposed, addressing the requirements, providing a detailed description of the essential performance characteristics proposed and demonstrating how the proposed approach and methodology meets or exceeds the requirements. All important aspects should be addressed in sufficient detail and different components of the project should be adequately weighted relative to one another.

- 2.1 A detailed description of the approach and methodology for how the Bidder will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. Details how the different service elements shall be organized, controlled and delivered.
- 2.2 The methodology shall also include details of the Bidder's internal technical and quality assurance review mechanisms.
- 2.3 Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors and how everyone will function as a team.
- 2.4 Description of available performance monitoring and evaluation mechanisms and tools; how they shall be adopted and used for a specific requirement.
- 2.5 Implementation plan including a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.
- 2.6 Demonstrate how you plan to integrate sustainability measures in the execution of the contract.
- 2.7 Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 2A: Bidder's Comments and Suggestions on the Terms of Reference

Provide comments and suggestions on the Terms of Reference, or additional services that will be rendered beyond the requirements of the TOR, if any.

SECTION 3: Management Structure and Key Personnel

- 3.1 Describe the overall management approach toward planning and implementing the project. Include an organization chart for the management of the project describing the relationship of key positions and designations. Provide a spreadsheet to show the activities of each personnel and the time allocated for his/her involvement.
- 3.2 Provide CVs for key personnel that will be provided to support the implementation of this project using the format below. CVs should demonstrate qualifications in areas relevant to the Scope of Services.

Format for CV of Proposed Key Personnel

Name of Personnel	[Insert]
Position for this assignment	[Insert]
Nationality	[Insert]
Language proficiency	[Insert]
Education/Qualifications	<i>[Summarize college/university and other specialized education of personnel member, giving names of schools, dates attended, and degrees/qualifications obtained.]</i> [Insert]
Professional certifications	<i>[Provide details of professional certifications relevant to the scope of services]</i> ▪ Name of institution: [Insert] ▪ Date of certification: [Insert]
Employment Record/Experience	<i>[List all positions held by personnel (starting with present position, list in reverse order), giving dates, names of employing organization, title of position held and location of employment. For experience in last five years, detail the type of activities performed, degree of responsibilities, location of assignments and any other information or professional experience considered pertinent for this assignment.]</i> [Insert]
References	<i>[Provide names, addresses, phone and email contact information for two (2) references]</i> Reference 1: [Insert] Reference 2: [Insert]

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe my qualifications, my experiences, and other relevant information about myself.

Signature of Personnel

Date (Day/Month/Year)

Form F: Financial Proposal Submission Form (MUST be Password Protected)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP 312/20- Apprenticeship Job Placement in Kirkuk and Mosul		

We, the undersigned, offer to provide the services for [Insert Title of services] in accordance with your Request for Proposal No. [Insert RFP Reference Number] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and our Financial Proposal sealed under a separate envelope.

Our attached Financial Proposal is for the sum of [Insert amount in words and figures].

Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Name: _____

Title: _____

Date: _____

Signature: _____

[Stamp with official stamp of the Bidder]

Form G: Financial Proposal Form (MUST be Password Protected)

Name of Bidder:	[Insert Name of Bidder]	Date:	Select date
RFP reference:	RFP 312/20- Apprenticeship Job Placement in Kirkuk and Mosul		

The Bidder is required to prepare the Financial Proposal following the below format and submit it in an envelope separate from the Technical Proposal as indicated in the Instruction to Bidders. Any Financial information provided in the Technical Proposal shall lead to Bidder's disqualification.

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

Currency of the proposal: [Insert Currency]

Table 1: Summary of Overall Prices

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

Table 2: Breakdown of Professional Fees

Position	Name	Fee Rate US\$	No. of months/days	Total Amount US\$
		A	B	C=A*B
In-Country				
Project Manager	1)			
Field support staff (2 positions)	1)			
	2)			
Technical Support-Livelihood coordinators (2 positions)	1)			
	2)			
The legal officer (1 position)	1)			
Finance and administration Officer (1 position)	1)			
Home Based (if applicable)				
Subtotal Professional Fees:				

Table 3: Breakdown of Other Costs*

Description	UOM	Quantity	Unit Price US\$	Total Amount US\$
Travels (National/International flights)	Trip			
Subsistence allowance	Day			
Miscellaneous travel expenses	Trip			
Local transportation costs	Lump Sum			
Out-of-Pocket Expenses				
Other Costs: (please specify)				
Subtotal Other Costs:				

- Table 3 – must be supported with the detailed breakdown of cost categories

Table 4: Breakdown of Price per Deliverable/Activity

Deliverable/ Activity description	Time (person days)	Professional Fees	Other Costs	Total
Deliverable 1				
Deliverable 2				
Deliverable 3				
.....				

Form H: Form of Proposal Security (NOT APPLICABLE)

**Proposal Security must be issued using the official letterhead of the Issuing Bank.
Except for indicated fields, no changes may be made on this template.**

To: UNDP

[Insert contact information as provided in Data Sheet]

WHEREAS [Name and address of Bidder] (hereinafter called "the Bidder") has submitted a Proposal to UNDP dated [Click here to enter a date](#) to execute Services [Insert Title of Services] (hereinafter called "the Proposal"):

AND WHEREAS it has been stipulated by you that the Bidder shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security in the event that the Bidder:

- a) Fails to sign the Contract after UNDP has awarded it;
- b) Withdraws its Proposal after the date of the opening of the Proposals;
- c) Fails to comply with UNDP's variation of requirement, as per RFP instructions; or
- d) Fails to furnish Performance Security, insurances, or other documents that UNDP may require as a condition to rendering the contract effective.

AND WHEREAS we have agreed to give the Bidder such this Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Bidder, up to a total of *[amount of guarantee] [in words and numbers]*, such sum being payable in the types and proportions of currencies in which the Price Proposal is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of *[amount of guarantee as aforesaid]* without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee shall be valid up to 30 days after the final date of validity of bids.

SIGNATURE AND SEAL OF THE GUARANTOR BANK

Signature: _____

Name: _____

Title: _____

Date: _____

Name of Bank _____

Address _____

[Stamp with official stamp of the Bank]