

# REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

Consultancy to Conduct a Public Perception Tracker Survey on Local Safety and Security in Iraq

DATE: September 14, 2020

REFERENCE: RFP-308/20

Dear Sir / Madam:

We kindly request you to submit your Proposal to undertake a Survey on Local Safety and Security in Iraq Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposal must be submitted on or before the deadline indicated in the e-tendering system. Proposal must be submitted through online e-tendering system in the following link: <a href="https://etendering.partneragencies.org">https://etendering.partneragencies.org</a> using your username and password.

Those companies who are not registered in the e-tendering portal yet are requested to use the following temporary username and password for registration:

Username: event.guest Password: why2change

You are requested to indicate whether your company intends to submit a proposal by clicking "Accept Invitation" in the system.

In course of preparing and submitting your proposal, it shall remain your responsibility to ensure that your Proposal is submitted on or before the deadline indicated by UNDP in the e-Tendering system. Documents uploaded in the system as part of your Proposal must be free from any form of virus or corrupted contents, or the Proposal shall be rejected.

The Technical Proposal and the Financial Proposal files <u>MUST BE COMPLETELY SEPARATE</u> and uploaded separately in the system and clearly named as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each document shall include the Proposer's name and address. <u>The file with the "FINANCIAL PROPOSAL" must be encrypted with a password</u> so that it cannot be opened nor viewed until the proposal has been found to pass the technical evaluation stage. UNDP shall request via email the Proposer to submit the password to open the Financial Proposal. The Proposers shall assume the responsibility for not encrypting financial proposal.

IMPORTANT NOTE: The amount of the Financial proposal MUST NOT be mentioned anywhere in the submitted documents or in the e-tendering system, other than the Financial Proposal. Failure in compliance with the mentioned condition shall result in rejection of the offer.

# PLEASE DO NOT PUT THE PRICE OF YOUR PROPOSAL IN THE LINE ITEM IN THE SYSTEM. INSTEAD PUT "1" AND UPLOAD THE FINANCIAL PROPOSAL AS INSTRUCTED ABOVE

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

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

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

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

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

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

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

http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/

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

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link: <a href="http://www.un.org/depts/ptd/pdf/conduct\_english.pdf">http://www.un.org/depts/ptd/pdf/conduct\_english.pdf</a>

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Piero Emanuele Franceschetti Head of Service Centre 14 September 2020

# **Description of Requirements**

	Description of Requirements
Context of the Requirement	UNDP -I are currently supporting Office of the National Security Advisor (ONSA) to elaborate a Security Sector Reform (SSR) Plan. The results of the proposed survey therefore will be submitted to the National Security Sector Reform Committee to inform the SSR Plan development process. The survey will use a basic questionnaire
	(no more than 10-12 questions) across six provinces in Iraq to solicit responses from at least 1200 respondents on local safety and security conditions.
	To this end, UNDP-I have identified the requirement to hire a professional public opinion survey company to conduct the above survey.
	Target group and target locations/ governorates for the survey will include the following: residents from six provinces across Iraq in Baghdad, Basra, Karbala, Salah Al-deen, Anbar and Neinwa.
Implementing Partner of UNDP	Office of the National Security Advisor (ONSA) and, Security Sector Reform (SSR)
Brief Description of the Required Services <sup>1</sup>	<ul> <li>Under the guidance of the Rule of Law Programme Manager, the selected Service Provider will conduct and be responsible for the following main activities: <ul> <li>Liaise and ensure regular communication/coordination with UNDP project team regarding all aspects of the assignment;</li> <li>Prepare a work plan accompanied by a detailed timetable for the proposed assignment under each specified phases mentioned above.</li> <li>Lead the design and delivery of the public perception survey and related activities mentioned above.</li> <li>The services shall be delivered subject to three main phases and this will include the following: Phase 1: preparatory work; Phase 11 undertake survey and Phase 111: data entry, analysis and finalize survey report.</li> </ul> </li> <li>(Detailed TOR attached in Annex 4)</li> </ul>
List and	Under the supervision of the RoL/SSR Programme Manager, the Consultant Company
Description of Expected Outputs to be	is expected to achieve the following deliverables:
Delivered	

 $<sup>^{1}</sup>$  A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

Deliverables/ Outputs	Estimated Duration to Complete	Location	Target Due Dates	Review and Approvals Required	Paym	nent %
1. Complete Preparatory Phase. Specific tasks under this deliverable/ output will include the following: Develop survey questionnaire in Arabic - English; Finalize sample size, type and error margin and quality control criteria; Pre-test and finalize questionnaire in Arabic and English; finalize survey reporting template; train survey interviewers; and deploy survey team to the field.	September - October 2020	Baghdad, Iraq	30 September 2020	Programme Manager	25%	First Instal
2. Undertake field survey in the six target locations. Specific tasks under this deliverable/ output will include the following: Conduct interviews; Data recording by interviewers and review and cross-check by team leader to ensure quality control; Interviewers report to the team leader daily and update progress; team leader assist with resolving bottle necks/ challenges that may arise during the field survey; team Leader reports to UNDP-1 team on weekly basis with a one-page progress report in English and Arabic.	October - November 2020	Baghdad, Basra, Karbala, Salah Al- deen, Anbar and Neinwa.	31 October 2020	Programme Manager	40%	Secor
3. Data analysis, triangulation and finalize survey report.  Specific tasks under this deliverable/ output will include the following:  a) Data entry cleaning and data entry; data triangulation by question, location, gender, employed/ unemployed and urbanrural; survey report writing (Arabic and English);  Submit draft report to UNDP team input; and	November 2020	Baghdad, Iraq	30 November 2020	Programme Manager	35%	Third Instal

	submit final report to UNDP in Arabic and English.					
Person to	Project Manager - Rule of Law/Security Sector Reform (RoL/SSR) Programme					
Supervise the	. , , , , , , , , , , , , , , , , , , ,					
Work/Perfor						
mance of the						
Service						
Provider						
Frequency of	Weekly					
Reporting	s indicated in the ToR attached as Annex 4)					
Progress						
Reporting	(As indicated in the ToR attached as Annex 4)					
Requirements						
Location of	(As indicated in the ToR attached as Annex 4)					
work						
Expected	4 Months					
duration of						
work						
Target start	01 September 2020					
date						
Latest	31 December 2020					
completion						
date						
Travels	(As indicated in the ToR attached as Annex 4)					
Expected						
Special	(As indicated in the ToR attached as Annex 4)					
Security						
Requirements						
Facilities to be	(As indicated in the ToR attached as Annex 4)					
Provided by						
UNDP (i.e.,						
must be						
excluded						
from Price						
Proposal)						
Implementati						
on Schedule	☑ Required					
indicating	☐ Not Required					
breakdown						
and timing of						
activities/sub-						
activities						
Names and	☑ Required					
curriculum	☐ Not Required					
vitae of	·					
individuals						
who will be						
involved in						
completing the services						
tile selvices						

Currency of Proposal	☑ United States Dollars
Validity Period of Proposals (Counting for the last day of submission of quotes)	In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.
Partial Quotes	■ Not permitted
Payment Terms <sup>2</sup>	

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<sup>&</sup>lt;sup>2</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

Deliverables/ Outputs	Estimated Duration to Complete	Location	Target Due Dates	Review and Approvals Required	Paym	ent %
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	submit final report to UNDP						
	in Arabic and English.						
Person(s) to							
review/inspec	Project Manager - Rule of Law/Security Sector Reform (RoL/SSR) Programme						
t/ approve	roject manager hale of Lawy Security Sector Reform (NoLy 35R) i Togramme						
outputs/comp							
leted services							
and authorize							
the							
disbursement							
of payment							
Type of	☐ Purchase Order						
Contract to be	☐ Institutional Contract						
Signed							
Jigirica	☑ Contract for Professional Services						
	$\square$ Long-Term Agreement <sup>3</sup> (if LTA will be signed, specify the document that will						
	trigger the call-off. E.g., PO, etc.)						
	☐ Other Type of Contract [pls. specify]						
Criteria for	☐ Lowest Price Quote among technically responsive offers						
Contract	☐ Highest Combined Score (based on the 70% technical offer and 30% price weight						
Award	distribution)						
	▼ Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is						
	a mandatory criterion and cannot be deleted regardless of the nature of services						
	required. Non-acceptance of the GTC may be grounds for the rejection of the						
	Proposal.						
	Evaluation of Proposal:						
Criteria for	Prior to technical evaluation all proposals will be screened based on the minimum						
the	eligibility criteria mentioned below:						
Assessment	A description of their responsibilities, qualifications, skills and professional experience is listed below:						
of Proposal	is listed below.						
	1. Team Leader						
	The team leader will be responsible for the overall coordination and quality control of						
	the outputs/deliverables for this assignment and will lead and guide the development						
	and implementation process of the proposed assignment.						
	Qualifications, skills and professional experience of the Team Leader should include						
	the following;						
	Advanced university degree (Master's degree or equivalent) in subjects related						
	to anthropology peace, security and conflict studies or related field.						
	At least 5 years professional experience working in Iraq on public polling /						
	opinion surveys with a specific focus on the s target locations related to this assignment is essential.						
	<ul> <li>In-depth understanding of and experience in undertaking and managing field</li> </ul>						
	surveys in Iraq is essential.						
Experience in managing and training 7-8 member survey team is established.							
	<ul> <li>Excellent written and spoken Arabic and English language skills are essential.</li> </ul>						
	O. Taom Marshare						
	2. Team Members						

<sup>3</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

- University degree (Bachelor's degree or equivalent) in subjects related to anthropology, peace, security and conflict studies or related field.
- At least 3 years professional experience conducting filed research/ public opinion surveys in Iraq with a specific focus on one or more of the target locations is essential;
- In-depth understanding of and experience working as a field research interviewer in Iraq is essential;
- Excellent written and spoken Arabic language skills are essential to undertake field interviews in Baghdad, Basra Karbala, Salah Al-deen, Anbar and Neinwa provinces.
- Knowledge of English would be an asset.

#### 8. Qualification of the Service Provider

- Posses good experience and knowledge in conducting field surveys/ public perception surveys in Iraq, with a specific focus in the six target locations (i.e. Baghdad, Basra, Karbala, Salah Al-deen, Anbar and Neinwa)
- Have the capacity to deliver outputs/ deliverables to a high quality and in a timely manner.
- 5 years experience in similar projects in Iraq.
- Previous experience with UNDP, other UN agencies or donor-financed similar assignments will be an advantage.
- Three references from previous work in the last 3 years

#### 9. Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
Expertise of Firm / Organization		25%	250
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	35%	350
	Total		1000

	Technical Proposal Evaluation Form 1			
Exper	Expertise of the Firm/Organization			
Reputation of Organization and Staff / Credibility / Reliability / Industry Standing     Organizational previous Clients List (minimum 3 projects similar in nature)				
1.2	Minimum 5 years of demonstrated experience in similar work	50		
1.3	Three references from Projects conducted in the last 12 months	50		
1.4	Work for UNDP/ major multilateral/ or bilateral programmes	100		
		250		

	Technical Proposal Evaluation Form 2				
Prop	Proposed Methodology, Approach and Implementation Plan				
2.1	To what degree does the Proposer understand the task?	50			
2.2	Have the important aspects of the task been addressed in sufficient detail?	50			
2.3	Are the different components of the project adequately weighted relative to one another?	50			
2.5	Is the conceptual framework adopted appropriate for the task?	100			
2.6	Is the scope of task well defined and does it correspond to the TOR?	100			
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50			
		400			

	Technical Proposal Evaluation Form 3				
Man	Management Structure and Key Personnel				
3.1	Team Leader				
		Sub- Score	150		
	General Qualification				
	Suitability for the Project				
	<ul> <li>At least 5 years professional experience working in Iraq on public polling / opinion surveys with a specific focus on the s target locations related to this assignment.</li> </ul>	50			
	Educational qualification:     Advanced university degree     (Master's degree or equivalent) in     subjects related to anthropology     peace, security and conflict     studies or related field.	50			
	- Have handled similar contracts in the recent past	50			
3.2	Data Collector				
		Sub- Score	100		
	General Qualification				
	Suitability for the Project				
	<ul> <li>At least 3 years professional experience conducting filed research/ public opinion surveys in Iraq with a specific focus on one or more of the target locations.</li> </ul>	50			

	Educational qualifications: University degree (Bachelor's degree or equivalent) in subjects related to anthropology, peace, security and conflict studies or related field	25	
	- Have handled similar contracts in the past	25	
	1 222		
	3.3 Data Entry and Analyst		
		Sub- Score	100
	General Qualification		
	Suitability for the Project	05	
	Bachelor's degree or equivalent in subjects related to anthropology, statistics, mathematics or related field.	25	
	At least 3 years professional experience conducting field research/ public opinion surveys, preferably in in a post conflict context/country;	50	
	Communication - Excellent     written and spoken Arabic     language skills are essential to     undertake field interviews	25	
	Total Part 3		350
UNDP will award the contract to:	☑ One and only one Service Provider		
Annexes to	☑ Form for Submission of Proposal (Annex 2)		
this RFP <sup>4</sup>	☑ General Terms and Conditions / Special Conditions (A)	nnex 3) <sup>5</sup>	
	☑ Detailed TOR (Annex 4)		
Contact	Vian Mohammed		
Person for	Procurement Officer		
Inquiries (Written	Email: vian.mohammed@undp.org		
inquiries only) <sup>6</sup>	Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is		
	necessary and communicates a new deadline to the Pro	posers.	
Other Information [pls. specify]			

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<sup>&</sup>lt;sup>4</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>&</sup>lt;sup>5</sup> Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<sup>&</sup>lt;sup>6</sup> This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

# FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>7</sup>

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery8)

[insert: Location].
[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date], and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

#### A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- a) Profile describing the nature of business, field of expertise, licenses, certifications, accreditations;
- b) Business Licenses Registration Papers, Tax Payment Certification, etc.
- c) Latest Audited Financial Statement income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.;
- d) Track Record list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- e) Certificates and Accreditation including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.
- f) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.

# B. Proposed Methodology for the Completion of Services

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

# C. Qualifications of Key Personnel

If required by the RFP, the Service Provider must provide:

a) Names and qualifications of the key personnel that will perform the services indicating who is Team

<sup>&</sup>lt;sup>7</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>&</sup>lt;sup>8</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

Leader, who are supporting, etc.;

- b) CVs demonstrating qualifications must be submitted if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

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

# **Financial Proposal**

# (Must be password protected)

The Proposer is required to prepare the Financial Proposal separately from the rest of the RFP. 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.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

The format shown on below is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

#### D. Cost Breakdown per Deliverable\*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Deliverable 1		
2	Deliverable 2		
3			
	Total	100%	

<sup>\*</sup>This shall be the basis of the payment tranches

# E. Cost Breakdown by Cost Component [This is only an Example]:

Description of Activity	Remuneration	Total Period of	No. of	Total Rate
	per Unit of Time	Engagement	Personnel	
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a . Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

# **General Terms and Conditions for Services**

#### 1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

#### 2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

#### 3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

#### 4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

#### 5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

### 6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

#### 7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### 8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- **8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- **8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- **8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- **8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - **8.4.1** Name UNDP as additional insured;
  - **8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP:
  - **8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
  - **8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### 9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

#### 10.0 TITLE TO EQUIPMENT:

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

#### 11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.
- 11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such

intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

- 11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

#### 12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

#### 13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- **13.1** The recipient ("Recipient") of such information shall:
  - **13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - **13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
  - **13.2.1** any other party with the Discloser's prior written consent; and,
  - the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:
    - **13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
    - **13.2.2.2** any entity over which the Party exercises effective managerial control; or,
    - 13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- 13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

- 13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### 14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- **14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

#### 15.0 TERMINATION

- **15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- **15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other

right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

#### 16.0 SETTLEMENT OF DISPUTES

- **16.1 Amicable Settlement**: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

#### 17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18.0 TAX EXEMPTION**

- 18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, interalia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.
- Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

# 19.0 CHILD LABOUR

- 19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.
- Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### 20.0 MINES:

- 20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.
- 20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

#### 21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

#### 22.0 SEXUAL EXPLOITATION:

- 22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

# 23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.



# Terms of Reference Consultancy to Conduct a Public Perception Tracker Survey on Local Safety and Security in Iraq

#### Background:

UNDP -I are currently supporting Office of the National Security Advisor (ONSA) to elaborate a Security Sector Reform (SSR) Plan. The results of the proposed survey therefore will be submitted to the National Security Sector Reform Committee to inform the SSR Plan development process. The survey will use a basic questionnaire (no more than 10-12 questions) across six provinces in Iraq to solicit responses from at least 1200 respondents on local safety and security conditions.

To this end, UNDP-I have identified the requirement to hire a professional public opinion survey company to conduct the above survey.

Target group and target locations/ governorates for the survey will include the following: residents from six provinces across Iraq in Baghdad, Basra, Karbala, Salah Al-deen, Anbar and Neinwa.

# 1. Expected outputs and deliverables:

Under the supervision of the Rule of Law Programme Manager, the services required under this Consultancy are as follows:

# 1. Preparatory Phase: (August - September 2020)

- a) Develop survey questionnaire in Arabic and English languages.
- b) Finalize sample size (approx. 1200 representing 200 respondents from each target location, type of sample (i.e. random sample), error margin and develop quality control criteria.
- c) Pre-test questionnaire.
- d) Edit/amend where necessary following pre- testing and finalize survey question in Arabic and English.
- e) Finalize survey -reporting template.
- f) Train survey team.
- g) e) Deploy survey teams to target locations.

# 2. Undertake survey (September - October 2020)

- a) Conduct field interviews.
- Record data by interviewers and review and crosscheck by team leader to ensure quality control.
- c) Daily reporting by interviewers to the team leader to update progress and seek help in resolving bottle necks/ challenges that may arise during the field survey.

d) Team Leader reports to UNDP-1 team on weekly basis with a one-page progress report in English and Arabic in an agreed template.

# 3. Data analysis, triangulation and finalize survey report (October 2020)

- a) Data analysis and data cleaning.
- b) Data triangulation by question, location, gender, employed/ unemployed and urbanrural.
- c) Report writing (Arabic and English)
- d) Submit report to UNDP and ANCSS for input and comments.
- e) Finalize and submit report (Arabic and English)

All of the above tasks will be completed in close consultation with UNDP-I Rule of Law Programme Manager and SSR Project Manager.

#### 2. Time and Method of payment

Payment shall be provided upon satisfactory completion of the specified period aligned to each deliverable outlined in the table below:

Deliverables/ Outputs	Estimated Duration to Complete	Location	Target Due Dates	Review and Approvals Required	Paym	ent % USD
1. Complete Preparatory Phase. Specific tasks under this deliverable/ output will include the following: Develop survey questionnaire in Arabic - English; Finalize sample size, type and error margin and quality control criteria; Pre-test and finalize questionnaire in Arabic and English; finalize survey reporting template; train survey interviewers; and deploy survey team to the field.	September – October 2020	Baghdad, Iraq	30 September 2020	Programme Manager	25%	First Installment
2. Undertake field survey in the six target locations. Specific tasks under this deliverable/ output will include the following: Conduct interviews; Data recording by interviewers and review and cross-check by team leader to ensure quality control; Interviewers report to the team leader daily and update progress; team leader assist with resolving bottle necks/ challenges that may arise during the field survey; team Leader reports to UNDP-1 team on weekly basis with a one-page progress report in English and Arabic.	October - November 2020	Baghdad, Basra, Karbala, Salah Al- deen, Anbar and Neinwa.	31 October 2020	Programme Manager	40%	Second Installment
3. Data analysis, triangulation and finalize survey report.  Specific tasks under this deliverable/ output will include the following:  a) Data entry cleaning and data entry; data triangulation by question, location, gender, employed/ unemployed and urbanrural; survey report writing (Arabic and English);  Submit draft report to UNDP team input; and submit final report to UNDP in Arabic and English.	November 2020	Baghdad, Iraq	30 November 2020	Programme Manager	35%	Third Installment

#### 4. Scope and Methodology

Under the guidance of the Rule of Law Programme Manager, the selected Service Provider will conduct and be responsible for the following main activities:

- Liaise and ensure regular communication/coordination with UNDP project team regarding all aspects of the assignment;
- Prepare a work plan accompanied by a detailed timetable for the proposed assignment under each specified phases mentioned above.
- Lead the design and delivery of the public perception survey and related activities mentioned above.
- The services shall be delivered subject to three main phases and this will include the following: Phase 1: preparatory work; Phase 11 undertake survey and Phase 111: data entry, analysis and finalize survey report.

# 5. Key Performance Indicators during implementation of Services

- Provision of clear and comprehensive deliverables specified under outputs
- Timely completion of deliverables
- Appropriate coordination with all relevant parties.
- Excellent communication skills both written and verbal in Arabic and English.

#### 6. Time Frame

The tasks indicated in the TOR should be implemented within a period of 4 months (1 September 2020-31 December 2020).

#### 7. Team Composition

Proposals should identify personnel overseeing the proposed assignment. Explain which proposed personnel would be facilitating which activity and provide a biographical paragraph for key member of the survey team. The team should be composed of at least 1 Team Leader, 6 trained and experienced individuals to undertake the field interviews and 1 data entry and analyst. The whole team should be able to establish collaborative and trusting working partnerships relationships for the purpose of carrying out the assigned tasks.

Proposals should include a brief description of the capability of the Service Provider to carry out the proposed assignment, describing any prior experience undertaking public perception surveys in Iraq with a specific focus on the six target locations. The Team Leader will have the overall responsibility to oversee the implementation of each deliverable/ output and aligned tasks mentioned above.

A description of their responsibilities, qualifications, skills and professional experience is listed below:

#### 1. Team Leader

The team leader will be responsible for the overall coordination and quality control of the outputs/deliverables for this assignment and will lead and guide the development and implementation process of the proposed assignment.

Qualifications, skills and professional experience of the Team Leader should include the following;

- Advanced university degree (Master's degree or equivalent) in subjects related to anthropology peace, security and conflict studies or related field.
- At least 5 years professional experience working in Iraq on public polling / opinion surveys with a specific focus on the s target locations related to this assignment is essential.
- In-depth understanding of and experience in undertaking and managing field surveys in Iraq is essential.
- Experience in managing and training 7-8 member survey team is essential;
- Excellent written and spoken Arabic and English language skills are essential.

#### 2. Team Members

- University degree (Bachelor's degree or equivalent) in subjects related to anthropology, peace, security and conflict studies or related field.
- At least 3 years professional experience conducting filed research/ public opinion surveys in Iraq with a specific focus on one or more of the target locations is essential;
- In-depth understanding of and experience working as a field research interviewer in Iraq is essential:
- Excellent written and spoken Arabic language skills are essential to undertake field interviews in Baghdad, Basra Karbala, Salah Al-deen, Anbar and Neinwa provinces.
- Knowledge of English would be an asset.

#### 8. Qualification of the Service Provider

- Posses good experience and knowledge in conducting field surveys/ public perception surveys in Iraq, with a specific focus in the six target locations (i.e. Baghdad, Basra, Karbala, Salah Al-deen, Anbar and Neinwa)
- Have the capacity to deliver outputs/ deliverables to a high quality and in a timely manner.
- 5 years experience in similar projects in Iraq.
- Previous experience with UNDP, other UN agencies or donor-financed similar assignments will be an advantage.
- Three references from previous work in the last 3 years

#### 9. Evaluation Criteria

Summ	ary of Technical Proposal Evaluation Forms	Points Obtainable	
1.	Expertise of Firm / Organization	25%	250
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	35%	350
Total		1000	

Tech Form	nical Proposal Evaluation 1	Points obtainable
Expe	rtise of the Firm/Organization	
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing - Organizational previous Clients List (minimum 3 projects similar in nature)	50
1.2	Minimum 5 years of demonstrated experience in similar work	50
1.3	Three references from Projects conducted in the last 12 months	50
1.4	Work for UNDP/ major multilateral/ or bilateral programmes	100
	•	250

Technical Proposal Evaluation	Points
Form 2	Obtainable

Prop	Proposed Methodology, Approach and Implementation Plan					
2.1	To what degree does the Proposer understand the task?	50				
2.2	Have the important aspects of the task been addressed in sufficient detail?	50				
2.3	Are the different components of the project adequately weighted relative to one another?	50				
2.5	Is the conceptual framework adopted appropriate for the task?	100				
2.6	Is the scope of task well defined and does it correspond to the TOR?	100				
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50				
		400				

	Technical Proposal Evaluation Form 3				
Man	agement Structure and Key Personnel				
3.1	Team Leader				
		Sub-Score	150		
	General Qualification				
	Suitability for the Project				
	<ul> <li>At least 5 years professional experience working in Iraq on public polling / opinion surveys with a specific focus on the s target locations related to this assignment.</li> </ul>	50			
	Educational qualification: Advanced university degree (Master's degree or equivalent) in subjects related to anthropology peace, security and conflict studies or related field.	50			
	- Have handled similar contracts in the recent past	50			
3.2	Data Collector				
		Sub-Score	100		
	General Qualification				
	Suitability for the Project				
	<ul> <li>At least 3 years professional experience conducting filed research/ public opinion surveys in Iraq with a specific focus on one or more of the target locations.</li> </ul>	50			
	Educational qualifications: University degree (Bachelor's degree or equivalent) in subjects related to anthropology, peace, security and conflict studies or related field	25			
	- Have handled similar contracts in the past	25			
3.3	Data Entry and Analyst	Cub Coses	100		
	General Qualification	Sub-Score	100		
	Suitability for the Project		+		
	Bachelor's degree or equivalent in subjects related to anthropology, statistics, mathematics or related field.	25			

At least 3 years professional experience conducting field research/ public opinion surveys, preferably in in a post conflict context/country;	50	
<ul> <li>Communication - Excellent written and spoken Arabic language skills are essential to undertake field interviews</li> </ul>	25	
Total Part 3		350