

REQUEST FOR PROPOSAL (RFP)

(On the Job Training for youth in Bashiqa, Ninewa under the Funding Facility for Stabilization Project (FFS))

Name of bidder:	DATE: July 7, 2021	
	REFERENCE: RFP-258-21	

Dear Sir / Madam:

We kindly request you to submit your Proposal for **On the Job Training for youth in Bashiqa**, **Ninewa under the Funding Facility for Stabilization Project (FFS)**.

Please be guided by the form attached hereto as Annex 2, in preparing your Proposal.

Proposals may be submitted on or before Saturday, July 24, 2021and through e-tendering platform :

If you are interested in submitting a RFP in response to this RFP, please prepare your RFP in accordance with the requirements and procedure as set out in this RFP.

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

Username: event.guest Password: why2change

Bidders, who registered on the e-tendering, will be able to download the complete bidding documents from the e-tendering website at: <u>https://etendering.partneragencies.org</u> "Bidders can download the complete tender documentation from the e-tendering upon registration"

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 : <u>http://www.un.org/depts/ptd/pdf/conduct_english.pdf</u>

IMPORTANT NOTE: The amount of the Financial Offer <u>MUST NOT</u> 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.

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

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Piero Emanuele Franceschetti Head of Service Centre 7/7/2021

Description of Requirements

Context of the Requirement	Funding Facility for Stabilization Project
Implementing Partner of	N/A
UNDP	
Brief Description of the	
Required Services ¹	On the Job Training for youth in Bashiqa Through JSB Project in Ninewa]
List and Description of	See TOR
Expected Outputs to be	
Delivered	
Person to Supervise the	
Work/Performance of the	Project Officer Management, FFS/JSB 2019]
Service Provider	
Frequency of Reporting	As per TOR
Progress Reporting	As per TOR
Requirements	
	As per TOR
Location of work	
Expected duration of work	2 months
Target start date	01 September 2021
Latest completion date	31 Olctober2021
Travels Expected	As per TOR
	Others [pls. specify]
Special Security	The Contractor is responsible to provide security and safety to his staff
Requirements	during execution of services.
Facilities to be Provided by	⊠ Others [pls. specify]
UNDP (i.e., must be	N/A
excluded from Price	
Proposal)	
Implementation Schedule	
indicating breakdown and	🖾 Required
timing of activities/sub-	
activities	
Names and curriculum vitae	
of individuals who will be	⊠ Required
involved in completing the	
services	

¹ 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.

Currency of Proposal	⊠ United States	s Dollars			
Value Added Tax on Price Proposal ²	⊠ must be inclusive of VAT and other applicable indirect taxes				
Validity Period of Proposals (Counting for the last day of submission of quotes)	☑ 90 days In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.				
Partial Quotes	 Not permitted Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)] 				
Payment Terms ³	Milestone activities	Target due date	Payment terms	Condition for Payment Release	
	Phase 1: Workplan and Skills development for a group of young people	Three (3) weeks from the contract signature	First tranche (35%)	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt)	
	Phase 2: On the Job Training and Final Report	Seven (7) weeks from the contract signature	Second tranche (65%)	of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	-	nager- Jim Sawatz	-	1	
Type of Contract to be Signed	Contract for Professional Services				
Criteria for Contract Award	□ Lowest Price	Quote among teo	chnically respo	nsive offers	

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³ 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.

	 Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria 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.
Criteria for the Assessment of Proposal	Technical Proposal (70%)☑ Expertise of the Firm [indicate percentage]☑ Methodology, Its Appropriateness to the Condition and Timeliness ofthe Implementation Plan [indicate percentage]☑ Management Structure and Qualification of Key Personnel [indicatepercentage]Evaluation Criteria as detailed at Annex-5 of the RFPFinancial Proposal (30%)To be computed as a ratio of the Proposal's offer to the lowest priceamong the proposals received by UNDP.
UNDP will award the contract to:	☑ One and only one Service Provider
Annexes to this RFP ⁴	 Form for Submission of Proposal (Annex 2) General Terms and Conditions / Special Conditions (Annex 3)⁵ Detailed TOR Others⁶ [pls. specify]
Contact Person for Inquiries (Written inquiries only) ⁷	Dler Mohamad Procurement Analyst Dler.mohamad@undp.org Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.
Other Information [pls. specify]	

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ 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.

⁶ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

⁷ 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.

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁸

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁹)

[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.

⁸ This serves as a guide to the Service Provider in preparing the Proposal.

⁹ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

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 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.

Important Note:

The Financial Proposal should be sealed, and password protected.

Table 1: Summary of Overall Prices

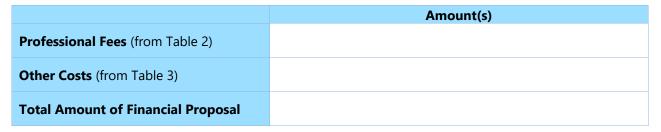


Table 2: Breakdown of Professional Fees

Budget Item	Unit	# of Units	Unit Cost (USD)	Total in USD
1. Personal				
1.1 Project Staff (as per TORs)				
Project Manager – Team Leader	Month	2		
Marketing trainer/specialist (at least 3 trainers for 6 weeks – 2 weeks direct training, 4 weeks coaching)	Trainers	3 trainers for 1.5 months		
Field Coordinator and M&E	Month	2		
Administration and financial/accounting Officer	Month	2		
1.2 Support Staff*				
Total Professional Fees				

Table 3:	Breakdown	of Other	Costs
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Budget Item	Unit	# of Units	Unit Cost (USD)	Total in USD
1. Travel*				
2. Equipment and Supplies (Non-Activity Related Cost)*				
3. Project Activities Cost				
3.1 One-Week Training cost (including tools, material, stationery, refreshment)	Per trainee	200 trainees 5 days		
3.2 Stipend (Training period)	Per trainee	200 trainees 5 days		
3.3 Venue and Hospitality	Per session	10 (training units(unit of 5 half-days for 20 trainees))/3 venues)		
3.4 COVID-19 and OSH PPE	Per trainee	200 trainees * 2 months		
3.5 Stipends (On the Job Training period)	Per trainee	200 trainees 1 month		
3.6 Mentors cost	Mentor	10 mentors 1 month		
3.7 Insurance Against Work Injuries	Per trainee	200 trainees		
3.8 Communication and Visibility	Lump Sum			
5. Other Operating Cost*				
6. Indirect Cost (maximum 7%)*				
Total Other Costs				

*these budget items constitute the project management cost that should not exceed 18% out of the total cost. The bidder should add the required rows under the project management category to explain the breakdown.

Name:	
Title:	
Date:	
Signature:	

[Stamp with official stamp of the Bidder]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products

liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

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

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor

acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- **11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- **11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- **11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- **13.1** The recipient ("Recipient") of such information shall:
 - **13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - **13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- **13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - **13.2.1** any other party with the Discloser's prior written consent; and,
 - **13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information

for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

- 13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,
 13.2.2.2 any entity over which the Party exercises effective managerial control; or,
 13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.
- **13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- **13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- **13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- **13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the 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.
- **18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

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

20.0 MINES:

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

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

On the Job Training for youth in Bashiqa, Ninewa under the Funding Facility for Stabilization Project (FFS)

1. <u>Background</u>

The United Nations Development Programme (UNDP) has been present in Iraq since 1976. Since 2003, it has worked to support the Government and people of Iraq in their transition towards reconciliation, peace and stability.

The Funding Facility for Immediate Stabilization (FFIS) was established in response to the Government of Iraq's need to stabilize areas newly liberated from the Islamic State in Iraq and Levant (ISIL). The FFIS supports four activity sets, each with a dedicated window. All activities will be decided in agreement with the Provincial Council and Governor, based on priorities identified at the local level through consultations.

- a. Window One: Public Works and Light Infrastructure Rehabilitation.
- b. Window Two: Livelihoods.
- c. Window Three: Capacity Support.
- d. Window Four: Community Reconciliation.

The Funding Facility for Expanded Stabilization (FFES) is an intermediate mechanism designed to quickly consolidate the gains made during immediate stabilization by generating large numbers of jobs in newly liberated cities and stabilizing the corridors between liberated districts. The focus of FFES is on the rehabilitation of large public institutions, including universities and public hospitals, which provide work for thousands of employees and incentivize families to remain in, rather than leave, liberated areas. Priority is also given to repairing the sections of the transport, electricity, sanitation and agricultural corridors that link liberated cities to each other. The FFES will fast-track implementation of a selected range of medium-sized, high-impact, low-cost, visible projects in liberated areas.

2. Project Description

The objective of this ToR is to seek a proposal from experienced firm, organization or local/INGO. Here called as bidder is to implement an On the Job Training for a group of 200 young male and females in Ninewa Plains, Bashiqa to:

1. Skills Development of Youth: Theoretically and practically train youth on marketing, visibility, digital and social media marketing tools and techniques

2. On the Job Training: Mentoring and coaching the trained youth for a specified period of time to support a group of pre-identified farmers and/or SME owners to market their products to a wider audience

The project activities should take into consideration the COVID-19: Emergency Livelihoods Cluster Response¹⁰ (Technical Guidance, Key Messages, Tools & Resources, PPE Tools) when it comes to recommendations around training, mentoring and coaching.

¹⁰ <u>https://www.humanitarianresponse.info/en/operations/iraq/document/covid-19-emergency-livelihoods-cluster-response</u>

3. <u>Scope</u>

- b. Geographical coverage: Bashiqa town, Ninewa Plains
- c. Timeline: The project activities should be over a maximum **2 months period**.
- d. Beneficiaries selection criteria:
- Youth aged between 18 and 35; while the focus is on young women and men aged 18 and 24, the range may extend to 30 and even up to 35.
- Women (at least 30% of beneficiaries for each output should be women)
- Respond to Socio-Economic vulnerability such as: Unemployed, level of Income, type of income (permanent, seasonal, based on availability or daily worker), persons on charge (children/parents), household size, people with special needs, women headed household, if indebted and others.
- Is not benefiting from similar assistance
- Living in the targeted areas
- Committed to the project objectives and conditions
- Only one member in the family can benefit from the same support.

Based on the above information, a targeting system needs to be put in place to define the beneficiary selection in close collaboration with UNDP.

The overall outputs and key activities of this project are:

Output 1: Skills development for a group of young people

200 Youth (minimum 60 women) will benefit from new technical skills development in the fields of marketing, visibility, digital and social media marketing tools and techniques.

Activity 1.1 Reach out to youth and women interested by the job opportunities and willing to acquire new skills and practices in close collaboration with community leaders, mukhtars, municipalities, local state and non-state actors. Community outreach will be undertaken through online and offline tools, mainly social media, local community groups and the municipalities to inform people about the livelihoods support and invite interested people to apply. Community meetings will be held in each targeted community to give a detailed overview of the project, its objectives and timeline. Select the beneficiaries according to the selection criteria agreed on with UNDP taking into consideration the youth and women participation.

Activity 1.2 Identify training facilities in Bashiqa where the training will be carried out suitable for the specialization required. The training facilities identified should have competent training staff, training workshops with advanced equipment, and licensed to issue certificates to trainees upon completion of 1 week (5 working days) of specialized training, capacity needed and availability to execute the training during the proposed time. Also define the training inputs needed, number of trainers needed, duration of

training, location and other information for each type of training to be provided in order to implement the training.

Activity 1.3 Rolling out theoretical and practical training in the identified skills as per the output description and requirements. The training topics, the duration and number of hours per training will be based on the skills and practices that need to be acquired and should achieve the minimum requirements for gaining an accredited certification.

During this training period youth will benefit from a **daily stipend of \$15 USD** to cover transportation and food cost for the training sessions for the period of 5 days (to be paid at the end of the training)

The organization must present the resume of the trainers and training material, duration and venue per topic of training for UNDP approvals prior training implementation.

Output 2: On the Job Training

200 Youth (minimum 60 women) will have the opportunity to put in practice the skills acquired

Activity 2.1 Mentoring and coaching the trained youth (output 1) for the period of 1 month to support a group of pre-identified farmers and/or SME owners (by UNDP) to:

a) Advise business owners on better visibility and marketing practices

b) Market their products to a wider audience especially through digital marketing

The roll out of the On the Job Training programs including the numbers of training hours should be adhering to the standards and requirement set by the relevant ministries and directorate and align with the COVID-19 guidelines as per this activity. During the training period youth will benefit from a **monthly stipend of \$400 USD** to cover transportation and food cost for the training sessions for the period of **1 month**. The private sector (farmer/SME owner) identified as host of the trainees, should be briefed by the firm staff on the concept of decent work, safety and security workplace requirements, legal requirements, labour law requirements, ethical employment approaches (non-discrimination and exploitation, gender equality and child labour prevention) and other key issues taking gender sensitivity approaches. Moreover, specific effort will be made to support female beneficiaries wanting to engage in selected economic sectors and professions that might not be usually dedicated to them. During the On the Job Training, the firm will deploy **10 mentors** over a period of **1 month** to support and follow-up on the trainees within the private firms

The On the Job Training opportunity should respect the decent work conditions, provide a safe environment for work where the trainees are protected from any harassment and occupational health and safety are taken into consideration.

Activity 2.2 follow-up with the trainees to ensure how many were offered a more stable job or could generate income as a freelancer after the training opportunity. Immediate results to be included in the final project report.

During the project activities implementation, the organization should ensure youth are insured against accident and injuries.

4. Deliverables and payment schedule:

Milestone activities	Deliverable	Target due date	Payment terms
Phase 1: Workplan and Skills development for a group of young people	 Detailed work plan Submission and approval of the report (including supporting documents) confirming the implementation and completion of: Activity 1.1 Activity 1.2 Activity 1.3 	Three (3) weeks from the contract signature	First tranche (35%)
Phase 2: On the Job Training and Final Report	 Submission and approval of the report (including supporting documents) confirming the implementation of: Activity 2.1 Activity 2.2 Submission of the final project report 	Seven (7) weeks from the contract signature	Second tranche (65%)

1. Governance and accountability

(1) Institutional arrangement

This Project will be implemented under the Window 2 of the UNDP Funding Facility for Stabilization (FFS); the selected organization should assign a focal point for overall coordination with, and regular reporting and coordination with UNDP FFS Livelihood Specialist based in Erbil.

As part of the agreement: UNDP will provide:

- ·
 - Technical advisory support to the selected organization
 - Provide quality assurance and work with the selected organization to find solutions to possible challenges/issues
 - Undertake monitoring visits to target locations to assess the progress of implementation, attendance of beneficiaries, ensure quality implementation of planned activities, etc.
 - Provide Reporting Templates, Visibility Guidelines and other necessary documents upon signing of agreement.

The selected organization will ensure:

- Availability of required technical and management expertise to implement the project, and ensure quality control systems

- Timely completion of activities and reporting requirements as per the deliverables and payment schedule
- Timely communication of issues potentially affecting project implementation, and consultation with UNDP (among others, *it is noted that the selected organization has duty to notify UNDP in advance and seek the approval, for budget variance exceeding 20% of the original amount allocated per budget item*)
- Project-relevant data and documentation, such as beneficiary information, payment requests, receipts, vouchers, invoices, attendance sheets, monitoring reports, pictures, video clips, and progress and final reports are properly managed, to protect privacy and in compliance with data protection principles
- Close coordination with stakeholders in target locations, working on livelihood programming to ensure synergies are developed, while avoiding overlaps
- Equipment and assets procured under this project with the UNDP funds are properly maintained and administered in line with the UNDP Rules and Regulations
- Ensure properly the safety and security of staff working for the organization under this project
- Ensure properly the safety and security of the beneficiaries participating in planned activities
- Ensure projects activities take into consideration the COVID-19: Emergency Livelihoods Cluster Response (Technical Guidance, Key Messages, Tools & Resources).
- Ensure having an M&E, two filed coordinators, and an admin and finance officer.

(2) Monitoring and Evaluation

The selected organization will be required to have a stringent result monitoring system and process to keep track of project progress and results, maintain risks log with mitigation measures, and document challenges and lessons learnt. UNDP will also undertake periodic programmatic monitoring and financial spot-checks, as part of its quality assurance process.

Progress review meetings will take place between the selected organization and UNDP, as per payment schedule but also on occasion when both parties agree that there is a need for an ad hoc review.

(3) Reporting and Visibility

The selected organization will be required to submit:

- Eligibility and Beneficiary Selection Criteria for each output
- Complete lists of beneficiaries with information to verify their identity, such as names, ID numbers, address and/or telephone contacts
- A monthly narrative and financial progress report
- Progress review meetings and final project review meeting
- Final reports with all relevant supporting documents

UNDP's visibility guidelines will apply to all relevant materials developed and published under this project, including:

- Pictures, videos, press releases
- Publication of assessments, studies, reports, 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.

(4) Partners

The selected organization may be required to coordinate with the relevant government authorities and other partners as per UNDP's partnership and programme strategy under the overarching programme/pillar. Such partners may include the Ministry of Labor and Social Affairs, Ministry of Youth and others.

6. Qualifications and selection criteria

(1) Technical proposal

The Technical Proposal must be submitted using the provided template and following minimum guidelines. The submission package should include the following minimum supporting documents.

- A cover letter explaining why the applicant organization considers itself the most suitable candidate for the work.
- Copy of the Organization's Registration in the Kurdistan Region and the Federal Government of Iraq.
- Organizational Profile, including description of management, operational and financial capacities.
- Description of past experience in similar projects and at least 3 references from organization's project implementation history. Include a sample list of relevant past projects.
- CVs for the proposed Key Staff Positions, including references
- Profile of any additional partners to be engaged in the project.
- Technical and Financial Proposal, covering Context Analysis (evidence-based), Project Methodology, Results Framework, Risk Management Plan, Monitoring Plan, Visibility Plan and Budget etc.

(2) Financial proposal

The Financial Proposal must provide a detailed cost breakdown per each output-activity. **Project** Management costs should not exceed 18% of the total project cost. Please refer to budget template attached.

The cost breakdown will be used to determine the value-for-money, as well as the calculation of price to add any new mutually agreed deliverables to the scope of services. The Financial Proposal template provided is to guide the applicant and not to restrict the applicant. Budget in excel format should be submitted.

(3) Eligibility

A. UNDP seeks to recruit a national or an international non-profit, non-governmental organization (NGO) or private firm, which meets the following criteria:

- Valid registration with the Federal Government of Iraq and the Kurdistan Regional Government of Iraq.
- Physical presence in Iraq for at least 3 years.

B. Minimum average annual turnover of \$300,000USD for the last 3 years.

Selection Criteria:

- Operational presence in Ninewa governorate.
- Experience in implementing livelihoods projects.
- Experience in the management of projects related to livelihoods and capacity building trainings.
- Proven financial capacity to deliver large scale projects. Must have implemented at least two livelihood projects, each with over 250,000 USD budget.
- Previous experience of managing projects funded by UN or international organizations

(4) Key personnel

- a) Project Manager Team Leader (1 position-100% Level of Effort during project implementation)
- b) Marketing Training expert (3 position-100% Level of Effort during project implementation)
- c) Field coordinator and M&E (1 position- 100% Level of Effort during project implementation)
- d) Administration and financial/accounting Officer (1 position -100% Level of Effort during project implementation)

All key staff positions are required to have the following competencies, in addition to the qualification detailed in the Annex I—Technical Evaluation criteria:

- Display cultural, gender, religion, race, nationality, and age sensitivity and adaptability
- Treats all people fairly and with impartiality
- Good communication skills including the ability to write concise and analytical reports in English;
- Ability to work under pressure and meet deadlines.
- Flexible and responsive to changes and unexpected demands
- Ability to work with people from different backgrounds to deliver quality products within a short timeframe; and
- Client-oriented and open to feedback.

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 at the outset by the applicant organization.

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:

No. Basic Criteria (Pass/Fail)		Provided	
NO.	NO. Dasic Cifteria (Pass/Pall)		Ν
2	Appropriate signatures; Where applicable, all returnable bidding forms signed and stamped by Bidder's authorized representative.	\checkmark	х
3	Power of Attorney (Bidder's authorized representative information)	\checkmark	Х
4	Minimum bid documents provided (Mandatory submission of all returnable forms A to G completed and, where applicable, signed in accordance with instructions provided in the RFP document	~	x
5	Technical and Financial Proposals submitted separately. Financial Proposal Submission Form (Form-F) and Financial Proposal Form (Form-G) must be password protected.	~	x
6	Acceptance of Proposal Validity (90 days) from date of close of RFP.	\checkmark	Х
Passed	for Eligibility and Qualification Check?	✓	Х

Technical Evaluation Criteria

1) EVALUATION CRITERIA

The Evaluation of the bidders will be carried out as follows:

- 70% will be the weight of the technical proposal.
- 30% will be the weight of the financial proposal.

A combined score for the above evaluation will be the driver of the final selection of winning bidder.

Technical Evaluation Criteria:

1000

Technical Evaluation Criteria

Summar	Summary of Technical Proposal Evaluation Forms		Points Obtainable
1	Expertise of the Organization	30%	300
2	Proposed Methodology, Approach and Implementation Plan	40%	400
3	3 Management Structure and Key Personnel 30%		300
		Total	1000

1	. Expertise of the Organization		Points Obtainable
1.1	General Organizational Capability which is likely to affect implementation		80
	- The organization has appropriate policies on finance, procurement, and human resources management.	30	
	 Yearly budget of the organization is Above 250,000 USD the last tree (3) years. Above 250,000 \$= 35 points; above 500,000\$= 50 points 	50	

1.2	Quality assurance procedures: The organization has systems and tools in place to sy collect, analyze and use programme monitoring data	ically 60		
1.3	Relevance of:			
	 Physical presence in Iraq for at least 3 years and operational presence in I 3years = 21 points; above 3 years = 30 	raq. 30	30 160	
	 Physical presence in Iraq for at least 2 years and operational presenc Ninewa. 2 years = 21 points; above 2 years = 30 	e in 30	30	
	 Proven experience in implementing projects related to Livelihoods and Employment Promotion. Minimum 2 projects = 21 points; above 2 projects = 30 points 	d/or 30	30	
	 Proven experience in implementing projects related to On the Job Training Minimum 2 projects = 21 points; above 2 projects = 30 points 	g. 30	30	
	 Community presence and ability to reach the target audience; especially yo and women Minimum 2 projects targeting youth and women as direct beneficiaries = 		20	
	points, above 2 projects = 20 points			
	 The organization has established partnerships / collaboration / engagen with other local, national / international organizations, and governme institutions. 		20	
Total	Part 1		300	
2	. Proposed Methodology and Approach		Points Obtainable	
2.1	Context		40	
	To what degree does the Proposer understand the overall tasks and objectives of skills development, assets replacement and small business grants as livelihood interventions for the proposed area and its impact on youth and women?	40)	
2.2	Methodology		160	
	To what degree does the Proposer's approach to delivery of the project meet the suggested activities and the requirements per activity?	40)	
	To what degree does the Proposer Organization understand different methodologies for delivery of relevant project activities?	40)	
	To what degree the proposed activities are demonstrating evidence base approaches for change and proposing a solid M&E plan	40		
	How much the activities align with human rights-based approach? Taking into consideration gender and people with special needs?	40		
2.3	Planning		140	
	Is the scope of the task well defined and does it correspond to the TOR?	70		
	Is the sequence of activities and the planning logical, realistic and promise efficient implementation of the project?	70		
	Sustainability		60	
2.4				
2.4	Sustainability: has the proposal sufficiently explained how it will contribute to lasting change?	60)	

:	3. Management Structure and Key Personnel (s)		Points Obtainable
3.1	Project Manager – Team Leader		100
	 At least Bachelor's degree in business administration, development studies, social sciences, or other related field Bachelor = 21 points; Master and above = 30 points 	30	
	 At least 3 years' experience in planning, management, and coordination of national level projects 3 years of experience = 28 points; Above three years of experience = 40 points 	40	
	 Proven experience in implementing projects related to livelihoods, employment promotion or On the Job Training. <i>Minimum 3 projects = 21 points; above 3 projects = 30 points</i> 	30	
3.2	Technical Expertise – On the Job trainer, Marketing, digital and social media marketing specialist and trainer (At least 3 trainers)		
	 At least Bachelor's degree in Marketing, media, business management or other related field Bachelor = 21 points; Master and above = 30 points 	30	
	 5 years' experience in training digital media marketing or working as a marketing specialist 5 years of experience = 28 points; above 5 years of experience = 40 points 	40	
	 Proven experience in implementing projects related to training, livelihoods, employment promotion or On the Job Training. <i>Minimum 3 projects = 21 points; above 3 projects = 30 points</i> 	30	
3.3	Field coordinator and M&E		50
	 At least Bachelor's degree in statistics or other related field Bachelor = 14 points; Master and above = 20 points 	20	
	 3 years' experience in M&E activities and/or field coordination 3 years of experience = 21 points; above 3 years of experience = 30 points 	30	
3.4	Administration and financial/accounting Officer		50
	- At least Bachelor's degree in Business, Accounting, finance or other related field Bachelor = 14 points; Master and above = 20 points	20	
	- 3 years' experience in administration, accounting or financial activities 3 years of experience = 21 points; above 3 years of experience = 30 points	30	