



International Labour Organization

REQUEST FOR PROPOSAL
Professional Engineering Supervision consultancy services

Responses to be received by *[09-May-2023]*

[April/2023]

Subject: Procurement of Supervision services and Capacity building services for the Youth centres implementation projects in Nineveh

Request for Proposal (RFP) N°: [0423/PROSPECTS/Iraq/OF Supervision]

Date: 06/04/2023

Dear Sir/Madam,

The International Labour Office (hereinafter the "ILO") is pleased to invite your company to submit a Proposal for provision of Supervision services and Capacity building services for the Youth centres implementation projects in Nineveh and as further described in Annex III.

To enable you to prepare and submit a Proposal, please find enclosed the following Annexes:

- Annex I: Instructions to Bidders;
- Annex II-A: Acknowledgment of Receipt;
- Annex II-B: Bidder's Declaration Form;
- Annex II-C: Bidder's Information Form;
- Annex II-D: Recent References;
- Annex II-E: Technical Proposal;
- Annex II-F: Financial Offer;
- Annex III: Terms of Reference; and
- Annex IV: Terms and Conditions applicable to ILO Contracts.

Your Proposal must be received by the ILO no later than **16:00 hrs Baghdad time on 09/05/2023**. Late bids shall be rejected.

You may submit a Proposal to the ILO provided that your organization is qualified, able and willing to deliver the goods, works and/or services specified in this RFP. Participation in this RFP indicates acceptance of the Terms and Conditions applicable to ILO Contracts provided in Annex IV. Failure to comply with the requirements of this RFP and its Annexes may render a Proposal ineligible for consideration.

You are kindly requested to acknowledge receipt of this RFP and to indicate whether or not you intend to submit a Proposal by completing and returning the form provided in Annex II-A.

We look forward to receiving your Proposal.

Yours sincerely,

Bashar El Samarneh
Bashar El Samarneh (Apr 6, 2023 10:52 GMT+3)

Bashar Elsamarneh
EIIP Technical Officer
ILO Office - Erbil



International Labour Office

ANNEX I

INSTRUCTIONS TO BIDDERS

**Reference: RFP N° 0423/PROSPECTS/Iraq/OF Supervision
Professional Engineering Supervision consultancy services**

Abstract

This document outlines the requirements for presentation of a Proposal to be considered by the International Labour Office.

**INSTRUCTIONS TO BIDDERS**

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1. INTRODUCTION

1.1 General

These instructions are provided for general information for the preparation of the Proposal for procurement of Supervision services and Capacity building services for the Youth centres implementation projects in Nineveh. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the RFP documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid concerned.

1.2 Eligible Bidders

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates or an individual which have been engaged by the ILO to provide consulting services for the preparation of the design specifications, and other documents to be used for the procurement of goods, works or services to be purchased under this Request for Proposal.

1.3 Cost of Bid

The Bidder shall bear all costs associated with the preparation and submission of the Bid. ILO will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

1.4 RFP Schedule Summary

• RFP release date:	06/04/2023
• Bidders' conference (if applicable):	19/04/2023
• Clarification questions, if any, related to this RFP must be submitted to [iraq-procurement@ilo.org] by:	01/05/2023, COB
• ILO response to clarification questions by:	04/05/2023
• Proposals Receipt Deadline:	09/00/2023 04:00 PM [16:00 hrs - Baghdad time]
• Estimated Contract Signature Date:	01/06/2023
• Estimated Contract Start Date:	10/06/2023

1.5 Mandatory Bidders' Conference 19/04/2023

The purpose of the Bidders' conference is to familiarize potential Bidders with the requirements and to clarify any aspect of the RFP. The ILO reserves the right to decline to receive without comment any Proposal by a company which does not attend the mandatory Bidders' conference.

1.6 Clarification Questions

A prospective Bidder requiring any clarification of the RFP documents may notify the ILO in writing. The ILO's response will be provided in writing to any request for clarification received by the deadline indicated in paragraph 1.4 above. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders that received the RFP documents.

2. BIDDING CONDITIONS

2.1 Acknowledgment of Receipt

A prospective Bidder is requested to return promptly the Acknowledgement of Receipt form, provided in Annex II-A, duly completed and signed, even if it is not intending to submit a Proposal.

2.2 Number of Copies, Format and Signing of Proposal

The Bidder shall submit proposal through email. The Proposal shall be typed or written in indelible ink and shall be dated and signed by the Bidder i.e. by a person or persons duly authorized to bind the Bidder to the contract. The Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.

2.3 Submission and Receipt of Proposals

It is the responsibility of the Bidder to ensure that a Bid is submitted to the ILO strictly in accordance with the stipulations in the solicitation documents.

Bids must be received on or before **09.05.2023, 16:00 Hrs**. Bids and modifications to Bids received after the bid receipt deadline will be rejected. Bids must include all the documents requested in these Instructions to Bidders and shall be submitted by:

By email at Iraq-procurement@ilo.org, in PDF format, stamped, signed, and the size of electronic files should not exceed 200 megabytes (MB).

Proposals submitted by any other means will be rejected. Proposals must be submitted through email, and should contain the A- Technical Proposal (Annex II-A-B, C, D, F, G,H &I)" and " B- Financial offer (Annex II-E) with its documents".

Where there is any infringement of these instructions (e.g., references to prices are included in the technical offer) the Proposal will be rejected

It is the responsibility of Bidder to ensure that a Proposal is submitted to the ILO strictly in accordance with the stipulations in the solicitation documents.

Bids submitted by any other means will be rejected.

The email should bear the following information:

- a) the reference to the ITB to which the Bidder is responding;
- b) the name and address of the Bidder to enable the BIDS to be returned unopened if it is declared to have been received "late".

2.4 Official Language

The Proposal and all correspondence and documents related to the Proposal shall be written in the English language.

2.5 Correspondence

Any communication in connection with this RFP should be addressed in writing to the E-mail address mentioned in paragraph 1.4 above. All correspondence should quote the

reference number of the RFP. Bidders are requested **not** to contact the ILO after the closing time, i.e. during the RFP assessment period.

2.6 No Consultation

A Bidder shall not:

- consult, communicate or agree with any other Bidder or competitor, with regard to price or any other matter related to the RFP for the purpose of restricting competition;
- disclose its price, directly or indirectly, to any other Bidder or competitor, except in the case of provision of standard public price lists;
- make any attempt to induce any other person or organization to submit or not to submit a Proposal for the purpose of restricting competition.

If a Bidder is found to be in breach of any of these instructions, the ILO reserves the right to exclude the Bidder from the procedure and reject its proposal.

Nothing in this paragraph shall restrict the right of a Bidder to form a joint venture, a consortium, a partnership or an association for the purpose of submitting a joint Tender.

2.7 Contract Conditions

Bidders are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in these RFP documents.

By submitting a Proposal, the Bidder accepts in full and without restriction these instructions. It also accepts the Terms and Conditions of ILO Contracts (Annex IV) being relied on for this bidding procedure and resulting contract, irrespective of the provisions of the Bidder's own conditions of sale, which it hereby waives.

The ILO reserves the right to decline to consider without further comment any Proposal which does not accept the Terms and Conditions of ILO Contracts set out in Annex IV.

2.8 Work on ILO Premises

If the Bidder's personnel are required to work on ILO premises, they shall comply with the security and safety and health arrangements established by the ILO, including applicable provisions of local laws. Where applicable, the Bidder shall be responsible for obtaining valid entry visas and work permits for its employees or sub-contractors and contract commencement may be made subject to complying with these obligations. Failure to comply with such obligations may lead to suspension of payments under and cancellation of the contract.

2.9 Bid Currency

All prices shall be quoted in [USD]. If the Bid is submitted in a currency other than the Bid Currency, to facilitate evaluation and comparison, the ILO will convert all such prices in [USD] at the official UN exchange rate applying on the last day for submission of Bids.

2.10 Incomplete Proposals

ILO may reject a Proposal that does not provide all the information requested which is necessary for assessment of the Proposal by the ILO.

2.11 Changes to Proposals

Changes or amendments to Proposals will only be accepted if they are received before the deadline for receipt of Proposals and shall be submitted in accordance with the instructions given above. The envelope shall be clearly marked as “Change(s) to Proposal”.

2.12 No Material Change(s) in Circumstances

The Bidder shall inform the ILO of any change(s) of circumstances arising during the RFP process including, but not limited to:

- a change affecting any declaration, accreditation, license or approval;
- major re-organizational changes, company re-structuring, a take-over, buy-out or similar event(s) affecting the operation and/or financing of the Bidder or its major sub-contractors;
- a change to any information on which the ILO may rely in assessing Proposals.

2.13 RFP Document, Specifications, Drawings

The RFP Documents and any specifications, plans, drawings, patterns, samples or information issued or furnished by the ILO, are issued solely for the purpose of enabling a Proposal to be completed and may not be used for any other purpose. The RFP documents and any additional information provided to Bidders shall remain the property of the ILO.

2.14 Sub-Contracting

Sub-contracting of work to be undertaken as a result of this ITB is permitted, ILO reserves the right to approve any sub-contractor that was not included in the RFP Submission Form and request a copy of the sub-contracting agreement between the Bidder and its sub-contractor(s).

2.15 Proposal Validity

The validity of a Proposal shall be six (6) months commencing from the time and date of the closure of Proposals stated in paragraph 2.3 above. The ILO reserves the right to request an extension of the period of validity of Proposals, and to modify or exclude any of the terms of this RFP, at its sole discretion.

2.16 Notification of Proposal Evaluation

The ILO will evaluate the Proposals based on the Bidders’ responses to the requirements set out in the RFP documents. Each Bidder will be informed of the decision reached concerning the award of the contract.

2.17 Publicity

During the RFP process, a Bidder is not permitted to create any publicity in connection with the RFP.

3. CONTENT OF THE PROPOSAL

Each Proposal shall comprise the following documents:

3.1 Technical Proposal (Annex II-B, C, D, and E)

Bidders are requested to submit in **Technical Proposal** the following Forms, Annexes II-B to E.

All information must be provided as requested and all Forms must be completed for a Proposal to constitute a valid offer, which is a prerequisite for subsequent evaluation.

3.1.1 Administrative Requirements

a) Bidder's Declaration Form (Annex II-B) (also to be completed by any Bidding partners and/or associates)

The ILO expects all participants in its procurement process to adhere to the very highest standards of moral and ethical conduct and transparency, to prevent any conflict of interest and not to engage in any form of coercive, collusive, corrupt, or fraudulent practices. The key terms used in the Declaration at Annex II-B are defined as:

“Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another;

“Collusive practice” is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;

“Conflict of interest” is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another;

“Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;

“Fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;

b) Bidder's Information Form (Annex II-C)

The Bidder's Information Form explicitly indicates that the Bidder accepts in full and without restriction the Terms and Conditions applicable to ILO Contracts.

Each Bidder shall attach to this Annex the following mandatory documents:

- 1) Certificate(s) confirming that obligations relating to the payment of social security contributions and/or the payment of taxes in accordance with the legal provisions of the country in which the Bidder is established have been fulfilled;
- 2) The proof of declaration and payment of taxes, fees and social security contributions by the Bidder should indicate the state of affairs at the end of the

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previous fiscal year, bearing the statement “certified true copy”, the date and the signature of a person authorized to represent the company;

- 3) A copy of the last three financial statements of the Bidder, certified by independent auditors.

c) Recent References (Annex II-D)

Each Bidder must provide details of three contracts entered into during the past five years which are similar in nature to that which will arise from this RFP. The information in Annex II-D must include as a minimum:

- Client name, location and date of project;
- Description of goods provided and works or services performed;
- Contract value;
- Contact details for references.

d) Technical Proposal (Annex II-E)

- 1) The Bidder shall use Annex II-E to describe how it intends to meet the requirements described in the RFP documents and in particular the Terms of Reference provided in Annex III;
- 2) In preparing its Proposal, the Bidder shall review all RFP requirements, including any document referred to in the RFP documents, and will reflect its understanding of and approach to meeting these requirements in the Proposal.
- 3) In preparing the Technical Proposal, the Bidder shall provide details of the proposed project methodology and implementation and management plan as well as CVs of key personnel which will deliver the goods, services or the works specified in this RFP.
- 4) The Bidder may also add any other document and information to demonstrate its technical and professional capacities and competencies to fulfill the requirements as specified in the Terms of Reference.

3.2 Financial Offer (Annex II-F)

Bidders are requested to submit their Financial Offer in a separate envelope (**Financial Offer**). The Financial Offer should be presented in the format provided in Annex II-F. The Bidder must also provide price breakdown information to support its Financial Offer. All Financial Offers must be established and submitted net of any direct taxes or customs duties. As an international organisation, the ILO is exempt from all taxes and duties.

The ILO is not bound to accept the lowest priced offer from any Bidder, nor give any reason for rejecting a proposal.

4. EVALUATION OF PROPOSALS AND CONTRACT AWARD

4.1 Preliminary Evaluation

Prior to the detailed evaluation of each Proposal, the ILO will undertake a preliminary examination. Proposals will not be considered for further evaluation in cases where:

- a) They are incomplete (i.e. do not include all required documents as specified in Annex I, Instructions to Bidders, paragraph 3: Content of the Proposal);
- b) The Original Proposal is not signed by the duly authorized individual of the organization/company, as specified in Annex I, Instructions to Bidders, paragraph 2.2: Number of Copies, Format and Signing of Proposal;
- c) Technical and financial documents have not been submitted in separate sealed envelopes and/or pricing information is included in the Technical Proposal envelope, as

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- specified in Annex I, Instructions to Bidders, paragraph 2.3: Submission and Receipt of Proposals;
- d) The validity period of the Proposal is not in accordance with the requirements of the RFP as specified in Annex I, Instructions to Bidders, paragraph 2.15: Proposal Validity.

4.2 Evaluation Process and Criteria

Proposals will be reviewed and evaluated by an Evaluation Panel, to determine compliance with the requirements specified in the RFP.

A two-stage procedure will be utilized in evaluating the Proposals, with evaluation of each Technical Proposal being completed prior to any Financial Offer being opened and compared. Financial Offers will be opened only for Bidder submissions that meet or exceed the minimum technical score of [30%] (30 percent) of the obtainable score during the evaluation of Technical Proposals. Where the assessment of a Technical Proposal results in the minimum specified score not being achieved, the corresponding Financial Offer will not be eligible for further consideration.

Each Technical Proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

During the second stage of the evaluation, the Financial Offers of all Bidders which have attained at least the minimum [20 percent] (20%) score during the technical evaluation will be compared.

The proposals will be evaluated according to the criteria described below:

- (a) Depth and quality of response to the RFP;
- (b) Technical compliance with the Terms of Reference;
- (c) The qualifications and experience of proposed key personnel;
- (d) The proposed implementation and management plan;
- (e) The overall cost.

The process of evaluating the proposals will be based on the following percentage combination of Technical and Financial elements:

	Percentage
Technical Proposal	60%
Financial Offer	40%
Total	100%

4.3 Award of the Contract

The ILO will award the contract to the Proposal (Technical and Financial) which represents best value for money, i.e. achieving the highest overall score.

The ILO reserves the right to accept or reject any Proposal in whole or in part, to annul the solicitation process and reject all Proposals at any time prior to the issue of the purchase order, without thereby incurring any liability to the affected Bidder(s) or any obligation to provide information on the grounds for the ILO's decision(s).

The award of the contract arising from this RFP will be made at the absolute discretion of the ILO. The ILO's decision to award the contract to a preferred Bidder is final and shall not be questioned by any Bidder.

The Contract or the benefit of the Contract shall not be assigned, sub-contracted or otherwise transferred by the successful Bidder in whole or in part, without ILO's prior written consent, to be given at its sole discretion.

4.4 Debriefing / Bid Protest Mechanism

The ILO is committed to ensure that all its bidding processes are conducted in a fair and transparent manner. A Bidder who participated in a formal ILO solicitation process and believes that he/she has been treated unjustly or unfairly, or who would simply like to receive clarifications on his/her unsuccessful proposal (“debriefing”), must submit a request by email to pcrt@ilo.org, within ten (10) business days after receiving the ILO notification of regret. PROCUREMENT will contact the Bidder upon receipt of his/her request and will invite him/her to a debriefing session.

Debriefing process

The purpose of the debriefing is to discuss the strengths and weaknesses of his/her proposal. If the Bidder believes he/she has been treated unjustly or unfairly this debriefing will hopefully shed light on the rationale of the ILO decision. The ILO will not disclose any technical or financial information related to offers received by other Bidders who participated in the solicitation, nor the evaluation scores or other details from the tender process.

Debriefing will normally be conducted via teleconference by the Procurement Officer in charge of the relevant solicitation at an agreed time with the Bidder.

Should the Bidder not be satisfied with the clarifications provided during the debriefing, he/she may file a protest to the Chief, PROCUREMENT in the way described below.

Bid Protest

A Bidder who is not satisfied with the debriefing outcome, may lodge a protest to the ILO Chief, PROCUREMENT, by sending an email to bidprotest@ilo.org

The protest must be sent within ten (10) business days after the debriefing has taken place. The ILO will acknowledge receipt of the protest.

In his/her protest, the Bidder must provide the following information:

- 1) Its name, address, telephone number, fax number and email;
- 2) The solicitation number and title, the contracting office and the name of the officer who has been leading the tender process;
- 3) The date of debriefing; and
- 4) The reasons for the protest together with copy of any documentation in support of the allegations.

The Chief, PROCUREMENT will perform a receivability review of the protest to determine if it was timely and correctly submitted and complies with the requirements set out above. The Bidder will be notified whether the protest is receivable in writing within ten (10) business days after receipt of the protest. A decision rejecting the receivability of the protest is final and not subject to further appeal or recourse.

If the protest is deemed receivable, the ILO will conduct an inquiry to determine its merits. The Bidder will be notified of the ILO decision as soon as it is available. The decision on the merits of the protest is final and not subject to further appeal or recourse.

Allegations of Misconduct or Fraud

Allegations of misconduct or fraud must be addressed by the Bidder to the ILO Treasurer and Financial Comptroller TR/CF (email: TRCF@ilo.org) and to the ILO Chief, Internal Auditor Office (email: IAO@ilo.org). The allegations will be investigated in accordance with ILO’s investigating procedures.



**FORMS TO BE COMPLETED
AND
TO BE SUBMITTED BY THE BIDDER**

- **ANNEX II-A:** Acknowledgement of Receipt
- **ANNEX II-B:** Bidder's Declaration Form
- **ANNEX II-C:** Bidder's Information Form
- **ANNEX II-D:** Recent References
- **ANNEX II-E:** Technical Proposal
- **ANNEX II-F:** Financial Offer



ACKNOWLEDGEMENT OF RECEIPT

To be returned to:

**ILO Office - Erbil
Empire World - Business Complex C3 - 1st
floor
Erbil
Iraq**

Fax:

E-mail: iraq-procurement@ilo.org

Reference: **RFP N° 0423/PROSPECTS/Iraq/OF Supervision
Professional Engineering Supervision consultancy services**

- WE ACKNOWLEDGE RECEIPT OF ALL TENDER DOCUMENTS FOR THE ABOVEMENTIONED RFP
(Note: In event of missing elements, contact the ILO Officer in Charge)
- WE INTEND TO SUBMIT A PROPOSAL
- WE WILL NOT BID FOR THE FOLLOWING REASONS:

.....
.....

Signature:

COMPANY STAMP

Name:

Position:

Tel/Fax:

E-mail:

Date:

**BIDDER'S DECLARATION FORM****Certification to be submitted by a bidder
in an ILO competitive bidding procedure****RFP N° 0423/PROSPECTS/Iraq/OF Supervision - Professional Engineering Supervision
consultancy services**

Date: 01/01/2000

The ILO expects all participants in its procurement process to adhere to the very highest standards of moral and ethical conduct and transparency, to prevent any conflict of interest and not to engage in any form of coercive, collusive, corrupt, or fraudulent practices.

With respect to its proposal submitted in response to the ILO's Invitation to Bid/Request for Proposal mentioned above, the Bidder hereby certifies that:

1. The prices in its proposal have been arrived at independently without consultation, communication or agreement with any other interested companies, competitor or potential competitor with a view to restricting competition.
2. No attempt has been made or will be made by the Bidder to influence any other Bidder, organization, partnership or corporation to either submit or not submit a proposal.
3. The Bidder will not offer, solicit or accept, directly or indirectly, any gratuity, gift, favour, entertainment, promises of future employment or other benefits to or from anyone in the ILO.
4. The Bidder (parent company and/or any subsidiaries) is not identified on, or associated with any individual, groups, undertakings and entities identified on, the list established pursuant to UN Security Council Resolution 1267 (Consolidated List).¹
5. The Bidder (parent company and/or any subsidiaries) will not use the funds received under any contract with the ILO to provide support to individuals, groups, undertakings or entities associated with terrorism.
6. The Bidder (parent company and/or any subsidiaries) is not the subject of any form of sanction imposed by an organization or body within the United Nations System, including the World Bank.

The ILO reserves the right to cancel or terminate with immediate effect and without compensation any offer of or contract arising from this bidding procedure in the event of any misrepresentation in relation to the above certifications.

Definitions of terms used in this declaration:

"coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, another or the property of another to influence improperly the actions of another.

"collusive practice" is any conduct or arrangement between two or more bidders or contractors, designed to achieve an improper purpose, including to influence improperly the actions of another or to set prices at an artificial level or in a non-competitive manner;

"conflict of interest" is a situation that gives rise to an actual, potential or perceived conflict between the interests of one party and another;

"corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of any advantage, in order to influence improperly the actions of another;

"fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, another to obtain a financial or other benefit or to avoid an obligation;

The undersigned certifies/y to be duly authorized to sign this Certification on behalf of the Bidder.

Name and PositionSignatureDate

¹ The Consolidated List can be found at the website: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>.

**BIDDER'S INFORMATION FORM**

I, the undersigned, by submitting this Proposal, hereby confirm that these instructions are accepted in full and without restriction, including the proposed ILO Contract being used for this bidding procedure and resulting contract.

1. SUBJECT	
Request for Proposal:	0423/PROSPECTS/Iraq/OF Supervision
Requirements:	Professional Engineering Supervision consultancy services

2. BID SUBMITTED BY A SINGLE ECONOMIC OPERATOR	
Bidder:	[Insert Full Name of the entity submitting a bid]

3. BIDDER INFORMATION ¹	
Corporate Name:	
Legal Status:	
Authorised Capital:	
Headquarters Address:	
Place of Business Address:	
Telephone:	
Fax:	
Trade Registered N°:	
VAT N°:	
Date established:	
Permanent Workforce:	
Number of Secondary Offices:	
Names of Main Managerial Staff:	1) 2) 3)
Names and Job Positions of Person Authorized to represent the Company:	1) 2) 3)
Certification (if any):	
Accreditation (if any):	[Type and Validity]

Turnover, Net Income for the past Three Financial Years:				
[Currency]	Year 1 [i.e. 2011]	Year 2 [i.e. 2012]	Year 1 [i.e. 2013]	Average
Turnover				
Net Income (+/-)				
Comments				

¹ This information shall be provided by **each** member of the consortium and any subcontractor(s).



ANNEX II-C

4. SUMMARY OF WORK DISTRIBUTION

	Name	Scope of Work/Tasks/Sub-Tasks	% of the Proposal Price
[Bidder]			
[if applicable]			
[Sub-contractor]			
[Sub-contractor]			
[Sub-contractor]			

5. MANDATORY DOCUMENTS

As requested in Annex I, Instructions to Bidders, paragraph 3.1.1 b): Bidder's Information Form, the following documents are attached to this form:

- a) Certificate(s) conforming that obligations relating to the payment of social security contributions and/or the payment of taxes in accordance with the legal provisions of the country in which the Bidder is established have been fulfilled;
- b) The proof of declaration and payment of taxes, fees and social security contributions by the Bidder should indicate the state of affairs at the end of the previous fiscal year, bearing the statement "certified true copy", the date and the signature of a person authorized to represent the company;
- c) A copy of the last three financial statements by the Bidder, certified by independent auditors.

COMPANY STAMP

Signature:

Name:

Position:

Tel/Fax:

E-mail:

Date:



**RECENT REFERENCES
RELEVANT EXPERIENCE WITHIN THE PAST FIVE YEARS**

Each Bidder will provide, in the sample table below, the reference information of up to three (3) projects carried out by it which are of a similar nature to that which will arise from this RFP. The information must include as a minimum:

- Client name, location, and date of execution;
- Description of project and specifically the work done by the Bidder in the project;
- The Contract value;
- Contact details for checking references.

	Client Name, Location, and Date of Execution	Description of the Project and the Work performed	Contract Value (Currency)	Contact Details for Reference Check
1				
2				
3				



TECHNICAL PROPOSAL

TO BE RETURNED ON BIDDER'S LETTERHEAD

- i. The Bidder shall use Annex II-E to describe how it intends to meet the requirements described in the RFP documents and in particular the Terms of Reference provided in Annex III.
- ii. In preparing its Proposal the Bidder shall review all RFP requirements, including any document referred to in the RFP, and will reflect its understanding of and approach to meeting these requirements in the Proposal.
- iii. In preparing the Technical Proposal, the Bidder shall provide details of the proposed project methodology and implementation and management plan as well as the CVs of key personnel which will contribute to the project.
- iv. The Bidder may also include in this Annex other documents and information to demonstrate its technical and professional capacities and competencies to fulfil the requirements of the Terms of Reference.



FINANCIAL OFFER

TO BE RETURNED ON BIDDER'S LETTERHEAD

Having examined this Request for Proposal including its Annexes, and having examined all conditions and factors which might in any way affect the cost or time of performance thereof, we, the undersigned, offer to execute and complete the Works or the Services, in accordance with the Terms and Conditions applicable to ILO Contracts for the following Total Contract Price, net of any direct taxes or customs duties and other import taxes:

Task	Description	Rate (USD)/ Month	Quantity	Total in USD (Excluding VAT)
1	Charges for the project team as described in the Terms of Reference		7 months	
2	Charges for the Engineering Offices administrative and logistical costs		7 months	
3	Fixed cost for youth capacity building costs according to the Terms of Reference	15,750	1 – LS	15,750
TOTAL				

COMPANY STAMP

Signature:

Name:

Position:

Tel/Fax:

E-mail:

Date:



International Labour Office

ANNEX III

TERMS OF REFERENCE

[Annex III shall consist of the Terms of Reference, Scope of Works, Drawings, etc.]



International Labour Office

ANNEX IV

**TERMS AND CONDITIONS APPLICABLE TO ILO CONTRACTS
FOR SERVICES**

https://www.ilo.org/wcmsp5/groups/public/---ed_mas/---inter/documents/legaldocument/wcms_768752.pdf



Annex III: Terms of Reference

Inclusive jobs and education for refugees and host communities
-PROSPECTS-

TOR Title	Professional Engineering Supervision consultancy services for the youth centres at Nineveh Governorate.		
Country	Iraq	Project Code	IRQ/19/50/NLD - 107275
Duration	From 01/06/2023	to	31/12/2023
Pillar:	Employment		
Outcome:	OF/ Iraq: Vulnerable young women and men contribute to Nineveh’s economic recovery and development through enhanced skills and access to livelihoods and decent employment in Cultural Creative Industries and Agriculture and Agri-Food Sectors		
Output:	11.01: Improved spaces to facilitate youth engagement through rehabilitation of existing youth centres and strengthening systems for effective access to services and opportunities.		
Activity / BL	----- 11.01.04 - Engaging youth engineers into the EIP interventions		

PROJECT BACKGROUND

1. General Background

The forced displacement crisis has increased in scale and complexity in recent years. According to UNHCR, 79.5 million people were forcibly displaced worldwide at the end of 2019¹. Forcibly displaced persons (FDPs), including refugees and internally displaced persons (IDPs) face specific vulnerabilities, including loss of assets and psychological trauma, limited rights, lack of opportunities, a protection risk as well as a risk to be out of school, and a lack of planning horizon. In addition, the communities hosting FDPs also struggle to pursue their own development efforts.

In response to the considerable challenges facing FDPs and host communities, a new partnership initiative titled: ‘PROSPECTS’ Partnership for improving Prospects for host communities and forcibly displaced persons, was launched by the Government of the Netherlands, that brings together the International Finance Corporation (IFC), the International Labour Organization (ILO), the UN Refugee Agency (UNHCR), the UN Children's Fund (UNICEF) and the World Bank. Through the PROSPECTS partnership, the five partner agencies aim to leverage their comparative advantages and areas of expertise to programme complementary and interdependent interventions that address education, employment and protection challenges. The partnership spans eight countries, namely Egypt, Ethiopia, Iraq, Jordan, Kenya, Lebanon, Sudan, and Uganda and covers the period 2019-2023.

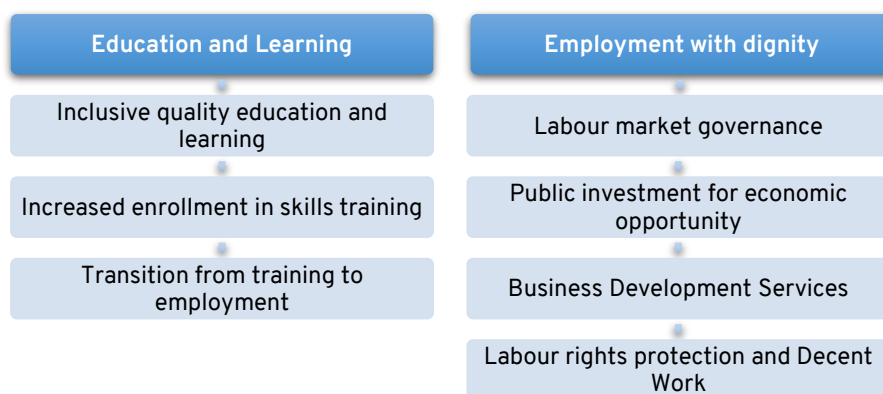
2. ILO PROSPECTS in Iraq

In Iraq, the PROSPECTS partnership aims to support national efforts to strengthen systems and develop/implement policies that promote inclusion and socio-economic development of forcibly displaced and host communities, whilst working closely with local authorities, business/private sector, and communities to identify, maximize, and realize opportunities on the ground. With a geographic focus on the governorates of Dohuk and Nineveh, the partnership focuses on three pillars, namely: education and learning; employment with dignity and protection pillars, while promoting new ways of working and a learning agenda (fourth pillar).

¹ <https://www.unhcr.org/5ee200e37.pdf>



Within the framework of the Education and Employment with Dignity pillars of the PROSPECTS partnership in Iraq, ILO’s focus is on supporting thousands of forcibly displaced persons and host community members to access more and better livelihoods and decent job opportunities. It is doing so through an integrated approach that supports market-driven skills training; improves public employment services; implement labour-intensive infrastructure projects; promote financial inclusion; and support business start-ups and micro, small, and medium-sized enterprises (MSMEs).



ASSIGNMENT BACKGROUND AND OBJETIVES

The PROSPECTS Multi Annual Country Program (MACP) for Iraq positions young people’s development and engagement as a cross cutting issue, recognizing their pivotal role in reviving and developing their local communities after years of conflict. Despite Iraq having a youthful population, with nearly 50 percent of the population under 19 years of age, and 20 percent of the population between 15 and 24 there are limited opportunities to absorb the population into productive learning, employment and enterprise opportunities. It poses a key challenge for their re-integration in a fragile, post-conflict economy. As of 2020, youth unemployment stood at over 25 per cent. Since the onset of the global COVID-19 pandemic, opportunities for youth have only diminished. Evidence shows that young people bear the burden of job losses. 36 percent of surveyed youth aged 18-24 in Dohuk and Nineveh who were employed prior to the pandemic, were permanently dismissed in the months following. This compares to 25 percent of workers across all age groups who were employed prior to the pandemic, and permanently dismissed following.

It is well understood that Iraqi youth can be a strong engine for social, economic, and political transformation. Yet, violence and exclusion, lack of youth-friendly spaces, platforms and opportunities for meaningful and equitable participation, limited economic opportunities, disruption to education, and internal displacement have psychologically affected Iraq’s young population, leaving them with feelings of hopelessness, especially among the most vulnerable segments. Moreover, gender disparities in accessing the labour market and declining economic growth continue to result in lack of job creation and thus hinders social inclusion. This is particularly true for returnee youth, who lack networks and roots in the communities where they are returning.

The Nineveh Governorate, of which the historic city of Mosul is the capital, was one of the most heavily affected by the conflict and the city itself was the most severely damaged. As of December 2020, the total number of returnees in Nineveh Governorate stood at 1.89 million individuals out of 4.83 million nationwide, dispersed across eight districts and 926 locations. This is the largest returnee population compared to other governorates, 39 per cent of all returns in Iraq living in severe conditions that worsened due to the COVID-19 outbreak and ensuing lockdown.

Youth Centres have historically played an important role in youth mobilization and their civic participation in Iraq. Functioning of these centres has been badly impacted by the conflict, not to mention the destruction caused by bombings and shelling in the Nineveh governorate. As a result, many local centres have been damaged or fallen into



disuse. An assessment was conducted by UNFPA on March 2021 demonstrated the underutilized capacity of these spaces across Iraq and urgent need for repair and investment in their restoration. This is particularly needed in areas experiencing higher rates of return, where an inflow of young people lack an outlet to develop and apply their talents. The assessment included many centres in the Nineveh Governorate, which differ in the status of facilities from damaged to fair conditions. Across all centres, improved engagement with youth was needed. If addressed, centres have the potential to facilitate transitions for youth from education to employment, while also building their civic participation more broadly.

For the purpose of rehabilitating the youth centres, and within the framework of the expanded activities in Nineveh as part of the opportunity Fund (OF), the ILO's technical team re-assessed a number of centres in coordination with the Directorate of Youth and Sports (DOYS) to review the results of the UNFPA assessment and update infrastructure rehabilitation needs. Thereafter, ILO evaluated the current status of identified centres by the DOYS and assessed the needed constructional interventions (varying from minor repairs to renovation and new construction). Some centres remained and others were replaced by much urgent locations. Final selection of six centres was completed along with brief assessment on the needs of each centre. The selected centres are:

1. Baasheeqa
2. Telkeef
3. Al Meethaq
4. Shekhan
5. Al Samah
6. Baratla

Thereafter, the ILO's technical team contracted specialized engineering office from Nineveh to develop detailed design drawings and bills of quantities. After being approved by the Directorate of Youth and Sports in Nineveh, the ILO shall proceed with implementation procedures according to approved design drawings and BOQs.

Accordingly, the ILO shall procure the services of a Professional Engineering Office to provide supervision and capacity building services during the implementation of the youth centres according to these Terms of Reference.

These Terms of Reference outline the selection process of the Engineering Office and the sections below provided the scope of work for the supervision and capacity building services and the deliverables needed.

ASSIGNMENT OBJECTIVES

The overall purpose of this assignment is to carry out engineering supervision services for the selected youth centres in accordance with these terms of reference. The Engineering Office will be deemed to have inspected the sites and satisfied itself on matters affecting the scope of works.

The main objectives of the assignment are:

- (a) To supervise the construction activities at the youth centres mentioned above and provide technical support services including but not limited to managing the issued contracts between the ILO and other contractors, monitor construction methods and quality control, certify that the quality of works conforms to the specifications, norms, standards and drawings, review and certify quantities of work and issuing payment certificates for construction contractors,
- (b) Support the roll-out of training, including (theoretical and on-the job) training of 50 young engineers in coordination with the ILO PROSPECTS Employment Intensive Investment Programme (EIIP) Technical Officer and according to the engineering training programme and requirements listed in these TORs.



SCOPE OF WORK AND METHODOLOGY

The Engineering office shall be responsible to implement the following activities:

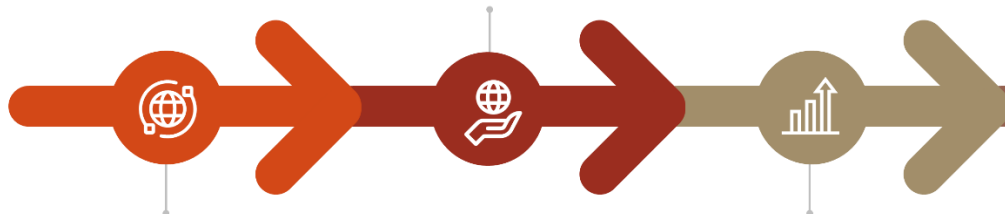
1. Supervision during construction activities include supervision and inspection during and after construction activities; review of construction plans, designs and schemes; coordination of contractors' activities; and other related tasks.
2. To support ILO in the review of all type of submittals and site notes, and provision of technical feedback in accordance with the design documents. Ensure all technical inputs and cost estimates related to the construction components are accurate, timely provided and included in the projects' communications.
3. Determine the adequacy of the contractor's personnel and equipment and availability of materials and supplies to meet the project's requirements.
4. Represent the ILO supervision team onsite on all technical issues, and coordinate with the ILO EIIP Technical Officer on regular basis on related issues.
5. Review design documents, modify design if needed upon request from ILO, and make changes in contract in compliance with the works contract.
6. Clarification of any contradiction in the design, drawing, specifications, BOQ and MOM with ILO EIIP Technical Officer.
7. Submit forecasted quantities on monthly basis to control the budget.
8. To review, manage contractor time schedule, and request contractor to submit monthly time schedule in monthly basis for review. (Recovering time schedule)/ to ensure progress of work meet the deadline.
9. To advise ILO on contractors' claims (if any) including Variation Orders, giving the technical justifications including supporting ILO in the preparation of Variation Orders, measurement for quantities or any other calculation with the final decision from ILO.
10. Contractual support to ILO in preparation of response to any claim or time extension request raised from contractors during and after implementation periods. And ensure all warrantees, insurances, and securities are correct and updated during implementation of works.
11. To lead and facilitate Biweekly meetings between ILO, contractor, and governmental staff.
12. Conduct regular site visits through their technical staff (minimum two visits per site per week) to check the physical implementation and to resolve any site related issue.
13. To liaise with counterparts on all matters related to the execution of the contract. All activities are to be conducted according to ILO rules and regulations.
14. Communicate all technical issues with project partners.
15. Facilitate the training activities of young engineers on sites and classroom sessions according to the developed training programme in coordination with the ILO. This activity includes the provision of all logistical arrangements and costs according to the approved budget by the ILO,
16. Provide engineering trainings for young engineers according to the training programme detailed in this TORs.
17. Facilitate the participation and attendance of contractors' technical teams and the supervision team to the EIIP trainings conducted by the ILO.



Young Engineers capacity building Programme

Technical Training

Provided by ILO and
Engineering office



Life Skills Training

Provided by UNICEF
partner

On-the-job Training

On sites training and
practical engagement

The training plan for the 50 young engineers:

a) Technical Training (classroom sessions)

Topic	Number of days	Responsibility
EIIP Approaches	3 days	ILO
Selected engineering topics on design and implementation of construction projects	3 days	Engineering Office (ILO to approve topics)
Total	6 days	

b) On-the-job Training (site assignments)

Topic	Number of days	Responsibility
Practical assignments to be performed at sites.	15 days	Engineering Office (ILO to approve topics)
Total	15 days	

Estimated Budget to conduct the training programme:

Item	Unit	Qty	Rate	Cost
Personal incentives allowance to be paid to young engineers (including transportation)	day	1,050	15 USD	15,750.00 USD



This budget is fixed and will be added to the cost of the supervision services contract.

DELIVERABLES

1. **Inception report** that includes a detailed supervision and training plan for the entire assignment (calendars of actions, milestones, resources), supervision methodology and tools/ templates, and youth training programme for the young engineers approved by the ILO.
2. **Monthly reports** that include updated supervision and training plan, field progress reports, employment records, MOMs for meetings held with counterparts and contractors, financial status, predicted cash flow, expected variations, technical challenges or issues, safety report and other reports agreed with the ILO.
3. **Final Report** that comprises all the assignment period reporting, and detailed actual quantities after completion, handing over certificates.

REQUIRED EXPERTISE OF THE IMPLEMENTING PARTNER

The Engineering Office shall obtain and provide evidence of obtaining the following qualifications:

A) General Experience:

Experience under consultancy contracts on supervision services for construction projects similar to the current project in the role of prime consultant or Joint Venture member, for at least the last three (3) years. Proven experience in addressing Environmental and Social Safeguards through previous construction projects is an advantage.

B) Project Team:

The Engineering Office is expected to provide expert professionals who have suitable qualifications and extensive experience with relevance to the Project. The qualifications of the team are a major criterion in the evaluation of the proposal and consequently, the firm will be obliged to supply the personnel named in the proposal, and to ensure that they are available to the supervision services when they are needed. Substitution of team members is discouraged and can only be accepted following submission of alternative CV's and written approval by the ILO. The project team is expected to consist of the following minimum staff:

- Senior Resident Engineer: Bachelor Degree in civil engineering, and minimum relevant experience of ten (10) years, with specific experience of three (3) years in supervision of construction projects,
- Site Engineer: Bachelor Degree in civil engineering with a minimum experience of five (5) years in construction projects,
- Electrical Engineer (part time – minimum 7 days per month): Bachelor Degree in electrical engineering fields with a minimum experience of five (5) years in supervision construction projects.
- Mechanical Engineer (part time– minimum 7 days per month): Bachelor Degree in mechanical engineering fields with a minimum experience of five (5) years in supervision construction projects
- Training Coordinator: First level university degree in a relevant field, and at least two years of experience in the capacity building area.

SELECTION CRITERIA OF THE IMPLEMENTING PARTNER



Technical Proposals (60%):

The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Request for Proposal and these Terms of Reference, applying the evaluation criteria, sub criteria, and point system specified below. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated below:

1. Experience of the Engineering Office: General Experience in supervision services, specific Experience in similar assignments. (30%)
2. Key professional staff qualifications and competence for the assignment:
 - Senior Resident Engineer (10%)
 - Site Engineer (5%)
 - Electrical Engineer (5%)
 - Mechanical Engineer (5%)
 - Training Coordinator (5%)

Financial Proposals (40%):

The evaluation committee shall evaluate the Financial Proposals on the basis of the price of services at the financial proposal.

Total score = 100%.

The highest proposal score will be selected for the implementation of this assignment.

PROPOSAL SUBMISSION PROCEDURE

The “Request for Proposal” document attached to these Terms of Reference shall detail the submission conditions and process.

PAYMENT SCHEDULE

The payments will be based on actual supervision works for the team as following:

Deliverable	Instalment
First Payment	10% upon signing the service contract and submitting Deliverable 1.
Second Payment	30 % upon submission and validation of the Deliverable 2.
Third Payment	30 % upon submission and validation of the Deliverable 2.
Final Payment	30 % upon submission and validation of the Deliverable 3.
TOTAL	100%

SUPERVISION AND LOGISTICAL ARRANGEMENTS

The tasks and deliverables under this assignment will be carried out under the direct supervision of the PROSPECTS EIIP Technical Officer and overall guidance of the PROSPECTS Regional CTA. Overall technical review will also be provided by the EIIP Regional Backstopping Specialist in the Arab States.



All data and information received from ILO for this assignment are to be treated confidentially and are only to be used in connection with the execution of these Terms of Reference (TOR). The contents of written materials obtained and used in this assignment may not be disclosed to any third parties without the express advance written authorization of the ILO. All intellectual property rights arising from the execution of these TOR are assigned to the International Labour Organization. The intellectual property rights of the materials modified through the assignment remains with the International Labour Organization.

Annexes






Announcement of RFP - Supervision/ Capacity Building Services

Final Audit Report

2023-04-06

Created:	2023-04-06
By:	Hawzheen Moheehdeen (moheehdeen@ilo.org)
Status:	Signed
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