

REQUEST FOR PROPOSAL – RFP Services

Ref: **[IRQ/RFP/24/06]**

(Please quote this UNESCO reference in all correspondence)

Date February 12, 2024

Dear Sir/Madam,

You are invited to submit an offer to conduct the **[Final Evaluation of the Project “Restoration and Rehabilitation of the House of Prayer, the Conventual Church of Our Lady of the Hour (Al-Saa’a Church)” in Mosul, Iraq]** in accordance with the present solicitation document.

The Request for Proposal (RFP) consists of this cover page and the following Annexes:

Annex I	Instructions to Offerors
Annex II	General Conditions of Contract
Annex III	Terms of Reference (TOR)
Annex IV	Proposal Submission Form
Annex V	Price Schedule Form
Annex VI	Vendor Information Form
Annex VIII	History Projects Template
Annex IX	Joint Venture Form
Annex X	Experts Curriculum Vitae
Annex XI	Financial Information Form

Your offer comprising of technical proposal and financial proposal, **via an electronic submission (email)**, should reach the following address baghdad.proc@unesco.org no later than **March 04, 2024** before **18:00 hour Baghdad local time** without any copy to any other e-mail addresses. **Offers addressed at any other e-mail accounts will be disqualified.**

UNESCO Office for Iraq

ELECTRONIC SUBMISSION TO E-mail: baghdad.proc@unesco.org

Reference: **IRQ/RFP/24/06**

RFP for the *Final Evaluation of the Project “Restoration and Rehabilitation of the House of Prayer, the Conventual Church of Our Lady of the Hour (Al-Saa’a Church)” in Mosul, Iraq*

Closing Date and Time: **March 04, 2024– 18h00 (Baghdad local time)**

This letter is not to be construed in any way as an offer to contract with your firm/institution. Your proposal could, however, form the basis for a contract between your company and UNESCO.

You are requested to acknowledge the receipt of this letter and to indicate whether or not you will be submitting a proposal. For this purpose, and for any requests for clarification, please contact [Bikhtiyar AHMED at bm.ahmed@unesco.org and copy am.izzat@unesco.org].

For and on behalf of UNESCO
[Culture Unit, UNESCO Office for Iraq]

ANNEX I – Instructions to Offerors

These instructions contain general guidelines and instructions on the preparation, clarification, and submission of Proposals.

A. INTRODUCTION

1. General

The purpose of this Request for Proposal (RFP) is to invite Sealed Proposals for professional services to be provided to the United Nations Educational, Scientific and Cultural Organization - UNESCO.

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 which have been engaged by UNESCO to provide consulting services for the preparation of the Terms of Reference, and other documents to be used for the procurement of services to be purchased under this Request for Proposal.

This bid is open to all national and international suppliers who are legally constituted, can provide the requested services.

Bidders are ineligible if at the time of submission of the offer:

- (a) The bidder is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (<http://www.unqgm.org>) due to fraudulent activities.
- (b) The name of the bidder appears on the Consolidated United Nations Security Council Sanctions List which includes all individuals and entities subject to sanctions measures imposed by the Security Council.
- (c) The bidder is excluded by the World Bank Group.

3. Fraud and corruption

UNESCO requires that bidders, contractors and their subcontractors adhere to the highest standard of moral and ethical conduct during the procurement and execution of UNESCO contracts and do not engage in corrupt, fraudulent, collusive, coercive or obstructive practices.

For the purpose of this provision such practices are collectively referred to as “fraud and corruption”:

- “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, an undue advantage, in order that the person receiving the advantage, or a third person, act or refrain from acting in the exercise of their official duties, or abuse their real or supposed influence;
- “Fraudulent practice” is a knowing misrepresentation of the truth or concealment of a material fact aiming at misleading another party in view of obtaining a financial or other benefit or avoiding an obligation, or in view of having another party act to their detriment ;
- “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party ;
- “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- “Obstructive practice” means acts intended to materially impede the exercise of UNESCO’s contractual rights of audit, investigation and access to information, including

destruction, falsification, alteration or concealment of evidence material to a UNESCO investigation into allegations of fraud and corruption.

- “Unethical practice” means conduct or behaviour that is contrary to Staff or Supplier codes of conduct, such as those relating to conflict of interest, gifts, hospitality, postemployment provisions, abuse of authority and harassment.

UNESCO expects that all suppliers who wish to do business with UNESCO will embrace the [United Nations Supplier Code of Conduct](#)

UN Agencies have adopted a zero tolerance policy on gifts and therefore, it is of overriding importance that UNESCO staff should not be placed in a position where their actions may constitute or could be reasonably perceived as reflecting favourable treatment of an individual or entity by accepting offers of gifts, hospitality or other similar favours. Vendors are therefore requested not to send or offer gifts or hospitality to UNESCO personnel.

UNESCO will:

- Reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in fraud and corruption in competing for the contract in question.
- Cancel or terminate a contract if it determines that a vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.
- Declare a vendor ineligible, either indefinitely or for a stated period of time, to become a UN registered vendor if it at any time determines that the vendor has engaged in fraud and corruption in competing for or in executing a UNESCO contract.

Any concern or evidence that corruption or fraud may have occurred or is occurring related to a UNESCO contract shall be forwarded to the Office of Internal Oversight. Please refer to [how-to-report-fraud-corruption-or-abuse](#).

4. Cost of Proposal

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

Note: Bidding for all UNESCO tenders and projects is Free of Charge. UNESCO does not require or ask for any payment or fees to participate in the bidding/tending process. No payable bidding documents are associated with any UNESCO tenders or projects.

B. SOLICITATION DOCUMENTS

5. Contents of Solicitation Documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror's risk and may affect the evaluation of the Proposal.

6. Clarification of Solicitation Documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNESCO in writing at the organisation's mailing address or fax or email number indicated in the RFP. UNESCO will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than two weeks prior to the deadline for the submission of Proposals. Written copies of the organisation's response (including an explanation of the query but without identifying the source of inquiry) may be sent to all prospective Offerors that have received the Solicitation Documents.

7. Amendments of Solicitation Documents

At any time prior to the deadline for submission of Proposals, UNESCO may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors reasonable time in which to take the amendments into account in preparing their offers, UNESCO may, at its discretion, extend the deadline for the submission of Proposals.

C. PREPARATION OF PROPOSALS

The offers received must include information in sufficient scope and detail to allow UNESCO to consider whether the company has the necessary capability, experience, expertise, financial strength and the required capacity to perform the services satisfactorily.

8. Language of the Proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNESCO shall be written in **[English]**. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by a translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the language as stated in the Solicitation Documents applies.

9. Documents Comprising the Proposal

The Proposal shall comprise the following components:

- a) Proposal submission form;
- b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;
- c) Price schedule, completed in accordance with clauses 10 & 11;

10. Proposal Form - Presentation of the technical proposal

The Offeror shall structure the technical part of its Proposal as follows:

10.1. Description of the firm/institution and its qualifications

(a) Management Structure

This Section should provide corporate orientation to include company's profile (year and country of incorporation – copy of certificate of incorporation), a brief description of present activities focusing on services related to the Proposal as well as an outline of recent experience on similar projects, including experience in the country.

The firm/institution should describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should identify the person(s) representing the Offeror in any future dealing with UNESCO.

Offeror to provide supporting information as to firm's technical reliability, financial and managerial capacity to perform the services.

(b) Resource Plan

This Section should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of the requirements, and any plans for their expansion. It should describe Offeror's current capabilities/facilities and any plans for their expansion.

10.2. Proposed Approach, Methodology, Timing and Outputs

This section should demonstrate the Offeror's responsiveness to the TOR and include detailed description of the manner in which the firm/institution would respond to the TOR, addressing the requirements, as specified, point by point. You should include the number of person-working days in each specialization that you consider necessary to carry out all work required.

For assessment of your understanding of the requirements please include any assumptions as well as comments on the data, support services and facilities to be provided by the beneficiary as indicated in the Statement of Requirements/TOR, or as you may otherwise believe to be necessary.

10.3. Proposed Personnel

In this section, the offeror should reflect the project staffing including the work tasks to be assigned to each staff member as well as their qualifications with reference to practical experience relating to specialization area of the project for each proposed staff. The complete CV's of proposed staff is to be submitted.

If applicable, this staffing proposal should be supported by an organigram illustrating the reporting lines, together with a description of such organization structure.

The technical part of the Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedule.

It is mandatory that the Offeror's Proposal numbering system corresponds with the numbering system as provided in the TOR. All references to descriptive material and brochures should be included in the respective paragraph, though material/documents themselves may be provided as annexes to the Proposal/response.

11. Price Proposal

The Offeror shall indicate on an appropriate Price Schedule, an example of which is contained in the Price Schedule sheet, the prices of services it proposes to supply under the contract, if selected.

12. Proposal currencies

Your separate price envelop must contain an overall quotation in a single currency. All prices shall be quoted in **[Iraqi Dinar (IQD)]**. To facilitate evaluation and comparison, UNESCO will convert all Proposed Prices expressed in the amounts in various currencies in which the Bid Prices are payable to Iraqi Dinar (IQD) at the official UN exchange rate on the last day for Submission of Bids.

13. Period of validity of proposals

Proposals shall remain valid for ninety (90) days after the date of Proposal submission prescribed by UNESCO, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNESCO on the grounds that it is non-responsive.

14. Format and signing of proposals

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialled by the person or persons signing the Proposal.

15. Payment

In full consideration for the complete and satisfactory performance of the services of the contract, UNESCO shall effect payments to the Contractor within 30 days after receipt and acceptance of the invoices submitted by the contractor for services provided.

D. SUBMISSION OF PROPOSALS**16. Marking of proposals**

The Offeror shall submit electronically SIGNED technical and financial proposals in two separate files/ email as per the below details.

(i) Technical proposal:

MANDATORY SUBJECT EMAIL: IRQ/RFP/24/06 (YOUR COMPANY NAME)

NAME OF PDF FILE: IRQ/RFP/24/06 TECH PROPOSAL [Document Name/Annex]

FILE FORMAT: pdf

SECURITY: No file password

SUBMISSION EMAIL: To be submitted ONLY to: baghdad.proc@unesco.org

(ii) Financial proposal:

MANDATORY SUBJECT EMAIL: IRQ/RFP/24/06 (YOUR COMPANY NAME)

NAME OF PDF FILE: IRQ/RFP/24/06_FIN PROPOSAL [Document Name/Annex]

FILE FORMAT: pdf

SECURITY: **YES (password to be requested from technically qualified offerors only)**

SUBMISSION EMAIL: To be submitted ONLY to: baghdad.proc@unesco.org

Important notes:

- Proposals should be submitted to the indicated email address only without copying (TO, CC or BCC) to any other e-mail addresses. **Offers addressed at any other e-mail accounts will be disqualified.**
- Maximum size of single email: 10 MB - with the possibility to send several emails. File sharing web tools similar to dropbox or wetransfer will **NOT** be accepted.
- Maximum No of Email Transmissions {Unlimited}

Your electronic proposal must be submitted by e-mail before **March 03, 2024** – at or before 18:00 (Baghdad local time).

17. Deadline for submission of proposals

Proposals must be received on or before the date and time specified on the cover page of these Solicitation Documents.

UNESCO may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*.

18. Late Proposals

Any Proposal received by UNESCO after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

19. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by UNESCO prior to the deadline specified in the RFP. Proposals may not be modified or withdrawn after that time.

E. OPENING AND EVALUATION OF PROPOSALS

20. Opening of proposals

UNESCO representatives will open all Proposals after the deadline for submissions and in accordance with the rules and regulations of the organization.

21. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, UNESCO may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

22. Preliminary examination

UNESCO will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Prior to the detailed evaluation, UNESCO will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the RFP without material deviations. The determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by UNESCO.

23. Evaluation and comparison of proposals

A two-stage procedure will be used in evaluating the proposals, with evaluation of the technical component being completed prior to any price component being opened and compared. The Price Component will be opened only for submissions that passed the minimum score of 70 % of the total points obtainable for the technical evaluation.

The technical proposal is evaluated on the basis of its responsiveness to the Terms of Reference (TOR).

HIGHEST TOTAL SCORE OF WEIGHTED TECHNICAL AND FINANCIAL CRITERIA

The price proposal of all offerors, who have attained minimum 70 % score in the technical evaluation, will be compared. ***The contract will be awarded to the offeror that receives the highest score out of a pre-determined set of weighted technical and financial criteria as specified below.***

Technical Proposal Evaluation Form

Sample: Summary of Technical Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution		
			A	B	C
1.	Expertise of Firm / Institution submitting Proposal	250			
2.	Proposed Work Plan and Approach	150			
3.	Personnel	300			
Sub-total for Technical Evaluation		700			

Financial Proposal Evaluation Form

Sample: Summary of Financial Proposal		Points Obtainable	Name of Firm / Institution		
			A	B	C
	Financial Proposal	300			
Sub-total for Financial Evaluation		300			

Evaluation of the price proposals (of all Offerors who have attained minimum 70 % score in the technical evaluation) will be based on the weight scoring method as follows:

- Financial proposals are opened and list of prices is prepared, where the lowest price is ranked as the first one (receiving highest amount of points) and the most expensive as the last one (receiving the least amount of points).
- Lowest price is given maximum points (e.g. 300), for other prices the points are assigned based on the following formula: $[\text{Amount of points} = \frac{\text{lowest price}}{\text{other price}} \times \text{total points obtainable for financial proposal}]$

An example:

- Offeror A – lowest price ranked as 1st in the amount of USD 10,000 = a
 - Offeror B – second lowest price ranked as 2nd in the amount of USD 15,000 = b
- Points assigned to A = 300 & Points assigned to B = 200 (following formula: $a/b \times 300$ i.e. $10,000/15,000 \times 300 = 200$ points)

Option 2: Combined Technical and Financial Evaluation Form

Sample: Summary of Financial Proposal Evaluation Forms		Points Obtainable	Name of Firm / Institution			
			A	B	C	D
	Sub-total Technical Proposal	700				
	Sub-total Financial Proposal	300				
Total 1000						

F. AWARD OF CONTRACT

24. Award criteria, award of contract

UNESCO reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for such action.

Prior to expiration of the period of proposal validity, UNESCO will award the contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organisation and activity concerned.

25. Purchaser's right to vary requirements at time of award and to negotiate

UNESCO reserves the right at the time of award of contract to increase or decrease by up to 20% the quantity of services and goods specified in the RFP without any change in hourly/daily or any other rates or prices proposed by the Bidders or other terms and conditions.

UNESCO reserves the right to undertake further negotiations on the proposed offer.

26. Special Conditions of the Contract.

If the services rendered do not conform quantitatively and/or qualitatively to the terms of the contract, and if the contractor fails to remedy the situation without delay, UNESCO reserves the right to apply Liquidated Damages for Delay.

Liquidated Damages for Delay:

- a) If the Contractor fails to complete the Service within the time for completion prescribed in the Contract, or any extended time for completion in accordance with the Contract, then the Contractor shall pay to the Employer the sum specified in the Contract as liquidated damages, for the delay between the time prescribed in the Contract or the extended time for completion, as the case may be, and the date of completion of the Service as stated in the Service Entry Sheet, subject to the applicable limit stated in the Contract. The said sum shall be payable by the sole fact of the delay without the need for any previous notice or any legal proceedings, or proof of damage, which shall in all cases be considered as ascertained. The Employer may, without prejudice to any other method of recovery, deduct the amount of such liquidated damages from any monies in its hands due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the Service or from any other of his obligations and liabilities under the Contract.
- b) If, before the time for completion of the whole of the Service or of a Section of the Service, a Service Entry Sheet has been issued for any part or Section of the Service, the liquidated damages for delay in completion of the remainder of the Service or of that Section may, for any period of delay after the date stated in such Service Entry Sheet, and in the absence of alternative provisions in the Contract, be reduced in the proportion which the value of the part or Section so certified bears to the total value of the whole of the Service or Section, as applicable. The provisions of this Sub-Clause shall only apply to the rate of liquidated damages and shall not affect the limit thereof.
- c) The liquidated damages for delay shall be 0.35% of the price of the Contract per Calendar Day of delay, up to a maximum of 10% of the final price of the Contract.

ANNEX II – General Terms and Conditions for Professional Services

1. LEGAL STATUS

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

2. SOURCE OF INSTRUCTIONS

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

3. 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. 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 UNESCO.

5. SUB-CONTRACTING

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNESCO for all sub-contractors. The approval of UNESCO 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 with the provisions of this Contract.

6. OFFICIALS NOT TO BENEFIT

The Contractor warrants that no official of UNESCO 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. INDEMNIFICATION

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNESCO, its officials, agents, 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. INSURANCE AND LIABILITIES TO THIRD PARTIES

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. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract. 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. The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or its equivalent, with respect to its employees to cover claims for personal injury or death in connection with 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. Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.1 Name UNESCO as additional insured;

8.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against UNESCO;

8.3 Provide that UNESCO shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage. The Contractor shall, upon request, provide UNESCO with satisfactory evidence of the insurance required under this Article.

9. 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 UNESCO 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. TITLE TO EQUIPMENT

Title to any equipment and supplies that may be furnished by UNESCO shall rest with UNESCO and any such equipment shall be returned to UNESCO at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNESCO, 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 UNESCO for equipment determined to be damaged or degraded beyond normal wear and tear.

11. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS

UNESCO shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights, and trademarks, with regard to products, or documents and other materials which bear a direct relation to or are produced or prepared or collected in consequence of or in the course of the execution of this Contract. At UNESCO's request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to UNESCO in compliance with the requirements of the applicable law.

12. USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNESCO OR THE UN

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

13. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION

Information and data that is considered proprietary by either Party or 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.

Drawings, photographs, plans, reports, recommendations, estimates, documents and all other data compiled by or received by the Contractor under this Contract shall be the property of UNESCO, shall be treated as confidential and shall be delivered only to UNESCO authorized officials on completion of work under this Contract. The Contractor may not communicate at any time to any other person, Government or authority external to UNESCO, any information known to it by reason of its association with UNESCO, which has not been made public except with the authorization of UNESCO; nor shall the Contractor at any time use such information to private advantage. These obligations do not lapse upon termination of this Contract.

UNESCO may disclose Information to the extent required pursuant to resolutions or regulations of the General Conference or rules promulgated thereunder and to the UNESCO Access to Information policy. The Contractor acknowledges that UNESCO's Information, including any information relating to an identified or identifiable individual ("Personal Data"), is subject to privileges and immunities accorded to UNESCO and that as a result any such Information is inviolable and cannot be disclosed, provided or otherwise made available to, or searched, confiscated or otherwise be interfered with by any person, unless such immunity is expressly waived in writing by UNESCO. To ensure compliance with the privileges and immunities of UNESCO, the Contractor shall segregate Information provided by UNESCO or generated by the Contractor under this Contract to the fullest extent possible.

14. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

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, which are beyond the control of the Parties. 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 UNESCO, 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 UNESCO of any other changes in conditions or the occurrence of any event, which interferes or threatens to interfere with its performance of this Contract. The notice shall include steps proposed by the Contractor to be taken including any reasonable alternative means for performance that is not prevented by force majeure. On receipt of the notice required under this Article, UNESCO shall take such action as, in its sole discretion, it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract. 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, UNESCO 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.

15. TERMINATION

Either party may terminate this Contract for cause, in whole or in part, upon thirty days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16 "Settlement of Disputes" below shall not be deemed a termination of this Contract. UNESCO reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNESCO shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination. In the event of any termination by UNESCO under this Article, no payment shall be due from UNESCO to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract. The Contractor shall take immediate steps to terminate the work and services in a prompt and orderly manner and to minimize losses and further expenditures. 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, UNESCO may, without prejudice to any other right or remedy it may have, terminate this Contract forthwith. The Contractor shall immediately inform UNESCO of the occurrence of any of the above events.

16. 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, or relating to 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

Unless, any such dispute, controversy or claim between the Parties arising out of or relating to this Contract or the breach, termination or invalidity thereof is settled amicably under the preceding paragraph of this Article within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement, such dispute, controversy or claim shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining, including its provisions on applicable law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

17. 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 UNESCO.

18. TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, *inter-alia*, that UNESCO, 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 UNESCO exemption from such taxes, duties or charges, the Contractor shall immediately consult with UNESCO to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNESCO to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with UNESCO before the payment thereof and UNESCO has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide UNESCO with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19. 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 UNESCO to terminate this Contract immediately upon notice to the Contractor, at no cost to UNESCO.

20. 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 UNESCO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNESCO.

21. 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. AUTHORITY TO MODIFY

No modification or change in this Contract, no waiver of any of its provisions or any additional contractual relationship of any kind with the Contractor shall be valid and enforceable against UNESCO unless provided by an amendment to this Contract signed by the authorized official of UNESCO.

23. SECURITY

The responsibility for the safety and security of the Contractor and its personnel and property, and of UNESCO property in the Contractor's custody, rests with the Contractor.

The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

UNESCO reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property in its custody.

24. ANTI-TERRORISM

The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNESCO funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNESCO hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via: <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>.

This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

25. AUDITS AND INVESTIGATIONS:

Each invoice paid by UNESCO shall be subject to a post-payment audit by auditors, whether internal or external, of UNESCO or by other authorized and qualified agents of UNESCO at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

UNESCO may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

The Contractor shall provide its full and timely cooperation with any such post payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNESCO access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any post-payment audits or investigations carried out by UNESCO hereunder.

UNESCO shall be entitled to a refund from the Contractor for any amounts shown by audits or investigations to have been paid by UNESCO other than in accordance with the terms and conditions of the Contract.

26. PROTECTION FROM SEXUAL EXPLOITATION AND SEXUAL ABUSE

Definitions. For purposes of the Contract, "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another; "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. Sexual exploitation and abuse are strictly prohibited. The Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, shall not engage in any sexual exploitation and abuse. The Contractor acknowledges and agrees that UNESCO will apply a policy of "zero tolerance" with regard to sexual exploitation and abuse of anyone by the Contractor, its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract.

Without prejudice to the generality of the foregoing:

(a) Sexual activity with a child (any person less than eighteen years of age), regardless of any laws relating to the age of majority or to consent, shall constitute the sexual exploitation and abuse of such person.

Mistaken belief in the age of a child shall not constitute a defense under the Agreement.

(b) The exchange or promise of exchange of any money, employment, goods, services, or other thing of value, for sex, including sexual favors or sexual activities, shall constitute sexual exploitation and abuse.

(c) The Contractor acknowledges and agrees that sexual relationships between the Contractor's employees, agents or other persons engaged by the Contractor and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of UNESCO and are strongly discouraged.

Reporting of allegations to UNESCO. The Contractor shall report allegations of sexual exploitation and abuse, of which the Contractor has been informed or has otherwise become aware, promptly to UNESCO, in line with its established reporting mechanism. To the extent legally possible, the Contractor will require its employees, agents or any other persons engaged by the Contractor to perform any services under the Contract, to report allegations of sexual exploitation and abuse arising in relation to the Contract directly to UNESCO.

This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

27. UNITED NATIONS SUPPLIER CODE OF CONDUCT

The Contractor acknowledges that the UN Supplier Code of Conduct (available from <https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct>) provides the minimum standards expected of the UN Suppliers.

28. PERSONAL DATA PROTECTION AND PRIVACY

Both UNESCO and the Contractor shall ensure an appropriate protection of Personal Data in accordance with UNESCO's Principles on Personal Data Protection and Privacy (<https://www.unesco.org/en/privacy-policy>) and their applicable regulations and rules. Personal Data shall be processed solely for the purpose of undertaking this Contract.

The Contractor warrants and represents that it shall establish and maintain appropriate technical and organizational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Personal Data in compliance with best industry standards.

The Contractor shall promptly notify UNESCO of any actual [or suspected or threatened] incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or a breach of this article. The Parties shall consult with a view to addressing, reacting to, and resolving the situation.

The Contractor shall notify UNESCO within five working days of any complaint by an individual in respect of his/her Personal Data. The Parties shall consult with each other before taking any action as a result of or in reaction to such complaint.

The obligations and restrictions in this Article shall be effective during the term of this Contract, including any extension thereof, and shall remain effective following any termination of this Contract, unless otherwise agreed between the Parties in writing.

Unless otherwise agreed between the Parties in writing, after termination of this Contract the Contractor shall return all Personal Data collected for the performance of this Contract to UNESCO in a structured, commonly used and machine-readable format, and shall then delete and procure the deletion of all copies of that Personal Data. The Contractor shall provide written certification to UNESCO that it has fully complied with this paragraph after termination of this Contract.

ANNEX III – Terms of Reference (TOR)

1. Background and Context

UNESCO is the specialized agency of the United Nations with a mandate in education, science, culture, communication and access to information. It is one of the largest players in culture and cultural heritage in Iraq and it supports the government in its endeavour to preserve the country's heritage and promote nation-building.

In 2018, the Director-General of UNESCO launched a flagship initiative “Revive the Spirit of Mosul”, focusing on the human dimension of reconstruction. With the full support of the Government of Iraq and of the UN Secretary-General, UNESCO is coordinating international efforts in two main areas: the restoration and rehabilitation of cultural heritage and the revival of educational and cultural institutions.

Iraq emerged from one of the most devastating periods of conflict and violence the country has ever faced. ISIL/Da'esh occupied some of the main cities in Iraq, including Mosul. Following the liberation of the territories occupied by ISIL/Da'esh, including Mosul, the second largest city of Iraq, the Government of Iraq, with support of the international community, deployed all possible efforts to initiate an effective recovery and reconstruction process. This includes the urban recovery and reconstruction of the historic town of Mosul, which was severely affected by ISIL/Da'esh and by the military operations for its liberation.

Within the framework of the Mosul Initiative, this project aims at rehabilitating the so-called House of Prayer, in the Old City of Mosul, as multipurpose educational and cultural center for the local community. Implemented within the framework of the Mosul Initiative, it will contribute to strengthening the Moslawis capacity, including minorities, to lead the recovery of their city, safeguard their heritage and benefit from a peaceful coexistence. The Project is benefitting from UNESCO's direct experience in Mosul, being complementary to other two projects currently under implementation, and acting at the urban scale: the reconstruction of historical landmarks and the rehabilitation of historical houses.

The Project, implemented through a set of interconnected activities over the period of 24 months, and with a total budget of 1.5 M \$, is in line with the other Mosul Initiative projects of fostering and improving community's social cohesion, resilience, and livelihood through the rehabilitation of the city's urban heritage and its use as space for revitalizing cultural and educational life in the Old City.

The project formally started in April 2022 with the signing of a funding between UNESCO International alliance for the protection of heritage in conflict areas (ALIPH). The Project includes the preparation of a thorough damage assessment and documentation of the House of Prayer, the definition of the interventions needed for its rehabilitation, and the actual execution of the identified measures and works, to reopen it as a multipurpose space for the community to host cultural and educational activities. The initial phase includes consultations with the Dominican order and local stakeholders to collaborate on the rehabilitation needs to be included in the design of the building, with a view to activate synergies at the urban scale to identify in detail the cultural and educational functions to be included in the rehabilitation programme and activate synergies at the urban scale.

The project implementation commenced in April 2023, now in the latest construction phases.

Based on the solid experience acquired by UNESCO through the other ongoing projects in Mosul and a cooperation with the International alliance for the protection of heritage in conflict areas, the Project is implemented through the deployment of local experts and contractors, and in close cooperation with relevant institutions, namely the Dominican Order, the Iraqi Ministry of Culture and its State Board of Antiquities and Heritage (here referred to as SBAH), and University of Mosul. The site owner (The Dominican Order) has been directly involved in the decision-making process, with a dedicated representative from the institution on site with UNESCO. The Ministry of Culture of Iraq has certainly been our key partner in the implementation of activities in the four sites deploying teams of experts that have worked hand in hand with UNESCO experts in every step of the reconstruction processes through the Ministry's State board of Antiquities and Heritage in Nineveh (SBAH).

The project has created 50 jobs throughout the project including contractors and local staff as of January 2024 to Mosul residents.

The project has also created 10 Jobs for the graduated trainees unskilled or semi-skilled from technical and vocational educational training (TVET) on-the-job training programme, targeting 10% or more of the workers to be female.

Fifty young architects and engineers have now undergone practical one-year training by UNESCO in partnership with ICCROM and the University of Mosul to become heritage conservation experts. The House of Prayer was considered as a case study.

The project has emphasis on urban recovery and reconstruction in the historic town of Mosul, envisages a results chain that addresses unemployment as a cause of poverty and a driver of conflict and links it to outputs related to the recovery of historic urban centres, the promotion of cultural diversity and peace-building. By enhancing the skills and engaging youth in the rehabilitation and maintenance of their urban heritage and urban environments it will reinforce existing architectural achievements and their values as long-term drivers of peace and future development. On-the-job training for young people will facilitate social and economic reintegration, reduce risks of abuse, but also help rebuild local communities and therefore contribute to stability, peace building and inter-community reconciliation. In general, employing youth in meaningful vocations that also contribute to community resilience, community rehabilitation, and strengthening cultural identity and community bonds will simultaneously address factors influencing both the current crisis and longer-term development goals and objectives.

The project aims to promote the stability and socio-economic development of Iraq through the following the Strategic Objective and outputs:

Overall Objective: Community social cohesion, resilience and livelihood in the urban heritage of Mosul are improved.

The main outputs of the project are:

- **Output 1. Jobs and skills opportunities for local professionals and workers through restoration works have increased.**
- **Output 2. Recovery of the historic urban landscape of Mosul re-established.**
- **Output 3. social cohesion by providing a venue for cultural dialogue, educational and cultural activities, supporting the revitalization of cultural life and return of inhabitants, including for women and minorities, in the old city of Mosul is improved**

2. Rationale of the Evaluation

This evaluation is being conducted at the end of the project implementation and will focus on the entire implementation period, starting from its design phase to its completion date (from 18/05/2022 to 30/04/2024). The evaluation is planned from the beginning of the project to assess the process and achievements made by the project to understand what has and what has not worked and draw lessons to guide future similar interventions.

The objective of this evaluation is twofold. First the evaluation will provide UNESCO, donors, and main partners with an evidence-based analysis of the project's results for accountability. Second, the evaluation has an enormous learning potential. The evaluation will provide UNESCO, the Iraqi Government, as well as site owners and donors with a systematic assessment of the challenges and opportunities of a project combining physical reconstruction of cultural heritage with social cohesion through employment. As UNESCO looks ahead to embarking on similar projects in the future, the learning from the evaluation will be crucial for better program design and development and improved stakeholder coordination. The learning from the evaluation can also inform the development of projects in other UN agencies and non-governmental organizations (INGOs) working in urban rehabilitation, cultural management, and heritage preservation.

In addition to the primary users mentioned above, other stakeholders who will benefit from the results and recommendations of the process include local cultural heritage organizations, researchers, and scholars working in the field of cultural heritage for development, heritage rehabilitation, and urban planning in post-conflict contexts.

3. Purpose and Objectives of the Contract

The evaluation will cover the entire project implementation period, starting from its design phase in 2022 and extending until April 2024. Data collection will take place in the old city of Mosul, particularly the rehabilitated landmark (House of Prayer) as well as Erbil where the UNESCO Iraq offices are located. Overall, the assignment will be Iraq (Mosul/Erbil) and home based.

The evaluation will involve various stakeholders, including the owner of the site (Dominican Order), the Ministry of Culture (MoC) and its State Board of Antiquities branch in Nineveh (SBAH), construction company, local Community-Based Organizations (CBOs) supporting the community engagement component (specifically Volunteer with Us), ICCROM, and the University of Mosul as partners working on capacity building. Additionally, the evaluation will consider the overall population of the old city of Mosul, as needed, including internally displaced persons (IDPs) residing in camps and new residents in the old city.

Finally, the evaluation will also include UNESCO staff working in Mosul/Erbil as well as UNESCO staff working in UNESCO Headquarters in Paris.

The evaluation aims to primarily assess the relevance, effectiveness efficiency and sustainability of the Project by providing a deep understanding of the achievement of intended as well as unintended results as follows:

The purpose of the evaluation is to assess the projects' performance. It aims to provide UNESCO with further guidance on the planning of similar future interventions; and measure the potential contributions of the projects' deliverables to stakeholders and beneficiaries.

The overall objective of the evaluation is to:

- Assess the effectiveness, efficiency, relevance, sustainability, coordination and potential impact of the project;
- Generate lessons and good practices of the project.
- Offer recommendation(s) for the most appropriate next steps, ensuring relevance and sustainability of results.

4. Scope (geographical, target groups, criteria and questions)

I. Geographical scope

Mosul Governorate

II. Target Groups

The project target groups are represented by the following Key stakeholders:

- ICCROM as one of the partners in the apprenticeship training
- Project's key stakeholders: ALIPH, Dominican Order, Ministry of Culture, State board of Antiquities in Mosul and University of Mosul
- Projects' beneficiaries in Mosul: youth who benefitted from TVET trainings, youth who had on job training (10 graduated trainees), Dominican Order, Youth who benefitted from ICCROM training (50 trainees).
- Donor and UNESCO staff involved in projects' execution

III. Evaluation Questions by Criteria

- Relevance:** how the project addresses local post-conflict needs and how it aligns with the Government of Iraq's development plans, such as Iraq Vision 2030, UNESCO's mandate and programmatic documents as well as local needs of local stakeholders in the Old City of Mosul and the 2030 Agenda.
 - To what extent were the project's objectives relevant considering the challenges of the Iraqi context?
 - To what extent does the project align with the expressed needs and priorities of the Government of Iraq?
 - To what extent does the project align with the expressed needs of the population of Mosul?
 - To what extent did the project design, and chosen approaches, as well as methodologies applied by the project address the urgent needs effectively?
 - To what extent does the project align with international standards and standards practices on the contribution of culture to post-conflict recovery?
 - To what extent did the project effectively include and benefit women and men and minority groups within the local community?
- Efficiency:** This aspect of the evaluation, will examine the internal management and coordination structure within UNESCO, the allocation and utilization of needed resources, and overall program efficiency.
 - To what extent was the project budget at the design stage accurately formulated and reflective of the actual needs and level of destruction of the selected Landmarks To what extent were activities cost-efficient?

- To what extent was the project timeline realistic for the level of complexity, destruction and context?
- To what extent did the management structure, needed resources support efficient project coordination and implementation?
- What measures were taken to optimize project efficiency, particularly in terms of cost-effectiveness and quality delivery and how did they impact the final results?

c. **Effectiveness:** the project's progress in achieving its intended results, focusing on the rehabilitation and reconstruction of landmarks to meet international standards, the engagement and endorsement of key cultural stakeholders, capacity building, and the creation of livelihood opportunities. Furthermore, the evaluation will assess unintended results, be they positive or negative.

- To what extent have the intended project results (outputs and outcomes) been achieved? Was the main project outcome “engaging project stakeholders in the reconstruction and safeguarding of the city’s tangible cultural heritage” achieved?
- Which unintended results, either beneficial or adverse, arose from the program and how did they impact the final project objective?
- To what extent was the stakeholder engagement process effective in ensuring diverse participation and input into the project? Were there any challenges in achieving meaningful community participation, and how were they addressed?
- To what extent did the project assist the local workforce in gaining the necessary skills to engage in heritage projects?
-

d. **Sustainability:** The evaluation will look into the likelihood of local communities utilizing the rehabilitated landmarks and the capacity of key cultural stakeholders to apply their newly acquired principles and skills in future heritage-related initiatives, including community engagement and education.

- How has the project design catered for addressing sustainability aspects?
- How sustainable have the job opportunities created through the heritage rehabilitation sector been and how did they impact the livelihood of Moslawis?
- How sustainable has the training component been, with a view to possible future employment opportunities?

IV. Design and Methodology

The evaluation will employ a mixed-methods approach, harnessing both qualitative and quantitative data collection techniques, to offer a holistic view of the project's achievements and challenges. The following describes possible tools and methods. These shall be further refined and developed during the project inception phase.

The methodology will include travel to Iraq (Erbil and Mosul) for 1 weeks during the inception phase, for at least 1 weeks during data collection phase and for at least 1 week during the validation period (please, refer to section 6).

a. *Document review:* Review of project documentation to re-define evaluation questions, stakeholders and objectives as well as understand the unfolding of the project and how changes were managed during implementation.

b. Quantitative Data:

- ✓ Methods: Structured surveys and structured observations
- ✓ Respondents: UNESCO personnel, Project beneficiaries, the local community, and key stakeholders such as governmental agencies and NGOs.
- ✓ Metrics: Number of trained individuals, job creation statistics, and economic indicators as well as on the actual reconstruction and rehabilitation work.

c. Qualitative data:

- ✓ Methods: Semi-structured interviews and focus group discussions
- ✓ Respondents: UNESCO project beneficiaries, governmental stakeholders, the local community, cultural heritage experts, and project contractors.
- ✓ Topics: Cultural, social, and economic impacts, with particular emphasis on capturing lived experiences and contextual insights. Challenges faced by UNESCO and its partners in the management of the project and implementation of international standards, technical challenges in the design and execution of works.
- ✓

Ethical Considerations: The evaluation shall be conducted with consideration for gender equality, human rights and culturally-sensitive approaches for evaluation and in line with the [United Nations Evaluation Group \(UNEG\) Norms and Standards for Evaluation \(UNEG Guidelines for Integrating Human Rights and Gender Equality in Evaluations\)](#)

5. Management and Responsibilities

The UNESCO Iraq office will oversee and manage the entire evaluation process including the quality control of all deliverables. The evaluation team will provide periodic progress reports to the office and to the Evaluation Reference Group as agreed during the Inception phase. The Iraq office will have the support of the central UNESCO Evaluation Office based in Headquarters in Paris.

The UNESCO Iraq Office will set-up an evaluation Reference Group composed by one representative from each of the following entities: the donor, the Dominican Order, the Ministry of Culture (MoC) and its State Board of Antiquities branch in Nineveh (SBAH), ICCROM, a local partner organization, and the University of Mosul. The reference group will participate in the design of the evaluation methodology and participate in validation workshops, facilitate exchanges with stakeholders and ensure quality.

The evaluation team is expected to manage all logistical requirements, including travel arrangements, accommodations, office space, administrative support, meeting coordination, data collection, questionnaire distribution, and document dissemination. Additionally, the selected team will oversee the distribution of methodological tools such as surveys and observation checklists.

UNESCO Iraq office will provide the necessary project documents and data and facilitate contact with the relevant stakeholders to be consulted during the evaluation.

6. Deliverables and Timelines:

The evaluation will have three main deliverables (to be written in English): inception report, draft evaluation report and final evaluation. In addition to the report, the evaluators have to present their findings in a workshop / meetings. These deliverables are the responsibility of the external evaluation team with inputs from UNESCO:

The final evaluation report (maximum 30 pages excluding annexes) shall be prepared in English and will present the following elements:

- Executive summary (maximum 10 pages) that encapsulates the essence of the key-findings, conclusions, lessons learnt.
- Evaluation purpose and scope
- Methodology
- Findings
- Conclusions
- Recommendations
- Lessons learnt
- Annexes

Additional clarification on the report content:

A description and assessment of the intervention logic and the evaluation framework overarching the effectiveness, efficiency, relevance, coordination, impact and sustainability of the project:

- a clear and concise view on findings regarding effectiveness, efficiency, relevance, coordination, impact and sustainability;
- an explanation of the resources that have been made available to the project, timeliness of availability, their use and the extent to which they were used in accordance with project agreement(s); changes in (specifically contractually agreed) government support provided to the project; and
- recommendations on how to improve project delivery reflecting on effectiveness, efficiency, relevance, coordination, impact and sustainability.
- The final report must comply with the [UNEG Evaluation Norms and Standards](#) and will be assessed against the [UNEG Quality Checklist for Evaluation Reports](#) by an external reviewer. The evaluation will refer to the [UNEG Guidance on Integrating Human Rights and Gender Equality in Evaluation](#).

Tentative schedule

	#	Deliverable	Description	Deadline
INCEPTION	1	Draft evaluation inception report	Outlines the proposed methods for data collection and analysis, final evaluation questions, revised timeline with deliverables for the evaluation and strategy for communicating the results. The evaluation team will be expected to travel to Iraq/Mosul during the inception period for at least 1 week.	17 March 2024
	2	Workshop with the reference group for methodology validation in person in Iraq/Mosul	Workshop/meeting with the reference group to validate and discuss the inception report	21 March 2024
	3	Final evaluation inception report	Final inception report to include the feedback given by the reference group	28 March 2024
DATA COLLECTION	Data collection will take place on site in Mosul and Erbil. The evaluation team should plan to be in Iraq for at least 1 week			28 March-4 April
	Data analysis and report writing			04 April-11 April
VALIDATION	4	Draft evaluation report	Based on the data collected, draft an initial evaluation report which will be reviewed by the Reference Group and the evaluation managers from Iraq Office.	11 April 2024
	5	Validation workshop in person in Iraq/Mosul	Organize and lead a validation workshop in Mosul and/or Erbil with all relevant stakeholders and beneficiaries. The evaluation team will be expected to travel to Iraq/Mosul during this period for at least 1 week.	20 April 2024
FINAL EVALUATION	6	Final evaluation report	Final evaluation report, including feedback and recommendations received in the validation workshop and from the Reference Group.	30 April 2024
	7	Final communication products	This might include infographics, summaries, power points, videos.	30 April 2024

7. Eligibility, Qualification and Experience

7.1 Eligibility Conditions

The business entity applying to this RFP should have a registered company (i.e. not an individual consultant neither a one-man company) that should satisfy the following minimum eligibility criteria evident with the enclosing all necessary supporting documents as part of its credentials:

#	Requirement	Eligibility criteria
1	General	Offerors should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by UNESCO to provide consulting services for the preparation of the Terms of Reference, and other documents to be used for the procurement of services to be purchased under this Request for Proposal. This bid is open to all national and international suppliers who are legally constituted, can provide the requested services. Offerors are ineligible if at the time of submission of the offer: (a) The Offeror is on the exclusion list published on the global portal for suppliers of the United Nations Organization, (http://www.ungm.org) due to fraudulent activities. (b) The name of the Offeror appears on the Consolidated United Nations Security Council Sanctions List which includes all individuals and entities subject to sanctions measures imposed by the Security Council. (c) The Offeror is excluded by the World Bank Group.
2	Legal and financial status	- Should be registered business entity and encompassing a minimum operational history of four years (company registration documents are mandatory to enclose). - Sound financial status (evident with audited financial reports for the past five years which should be enclosed as part of the submission). In case language is not in English: The applicant should enclose the original document(s) along with translated copies in English
3	Bank account	- Should have a valid bank account with name of account holder matches the name of business entity signs the proposal (i.e. personal bank accounts are not accepted). - Letter by business entity's bank (in English) which clearly states bank account full details.

Note: Your proposal will be **DISQUALIFIED** automatically if:

- Late Proposals;
- Submission does not comply with the submission requirements and procedures stipulated in the RFP;
- Your proposals was NOT SOLELY received at baghdad.proc@unesco.org
(File-sharing web tools similar to Dropbox or Wetransfer or Google Drive will NOT be accepted);
- Financial proposal in PDF file format was NOT password-protected.

7.2 Qualifications of the Firm

The selected Company (or a consortium of companies – refer to section 7 which details requirements in case of joint-venturing) have to fulfill the following requirements:

- (i) Proven extensive experience in the field of evaluation, (mandatory criteria: minimum 4 years of experience), and preferably having a comparable level of complexity and value (desirable);
- (ii) Proven track record of similar assignments (evaluation of development/livelihoods projects) in the UN System through references and concrete project examples (mandatory criteria: 2 similar projects in nature and value);
- (iii) Demonstrated capacity to recruit and mobilize personnel from a network of direct staff and any affiliated pool of individuals available, as required to fulfill the terms and conditions of the contract;
- (iv) Previous experience in the Region, preferably in post/conflict and/or post disaster contexts (desirable criteria: 1 project);
- (v) Previous experience conducting an evaluation of heritage-related projects, particularly related to reconstruction and rehabilitation of tangible cultural heritage (desirable criteria: 1 project);

7.3 Qualifications of Key Experts

Key experts shall have proven experience in the field of competence and in carrying out similar projects and CVs should be furnished in respect of the CV template (Annex VIII)

Key Expert 1: Team Leader

- Proven extensive experience in the field of evaluation of development projects (mandatory criteria: minimum 7 years of experience), having a comparable level of complexity;
- Proven track record of similar assignments to demonstrate its experience in similar projects through references and concrete project examples (mandatory criteria: 2 Projects);
- Proven prior experience managing teams of at least 2/3 evaluators (mandatory criteria: team of 2 and minimum of 5 years in a leadership position)
- Experience in working with United Nations (mandatory criteria: 1 project);
- Effective communication skills to engage with local stakeholders, community members, and project partners as well as excellent report writing skills (mandatory);
- Proficiency in English (mandatory);
- Experience working in heritage related projects and familiarity with international conservation standards, guidelines, and best practices will be considered an asset (desirable criteria: 1 project);
- Knowledge of working Arabic is considered an asset (desirable);
- Previous experience in the Region, preferably in post/conflict and/or post disaster contexts (desirable criteria: 1 project);

Key Expert 2: Preservation Architect /Engineer specialized in built heritage:

- Professional preservation architect or engineer specialized in tangible heritage preservation by a renowned institution, with at least 7 years of experience working in the field of built heritage preservation/consolidation (mandatory);
- Experience supervising works in built heritage preservation/consolidation (mandatory criteria: 2 projects);
- Proficiency in English (mandatory);
- Knowledge of working Arabic is considered an asset (desirable);
- Previous experience in the Region, preferably in post/conflict and/or post disaster contexts (desirable criteria: 1 project);

8 Joint Venture (if any)

If the Offeror is a joint venture, consortium, or association, all of the Parties shall be jointly and severally liable to UNESCO for the fulfillment of the provisions of the contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of joint venture, consortium, or association, shall not be altered without the prior consent of UNESCO.

As part of the submission, UNESCO requires the following additional supporting documentation:

- Description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the proposal and in the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNESCO;
- Joint venture form (annex X) (mandatory to fill in case of joint venture structure);
- Vendor Registration and Vendor Information Forms should be completed by each member of the joint venture/ consortium.

9 Timing and Work Assignment Requirements

- The work assignment will be carried out from 10 March 2024 to 30 of April 2024 for a total of 50 calendar days.
- The position will be home/Iraq based, with at least three visits by the team to Mosul and Erbil (inception, data collection and final workshop).
- The work must be done under the direct supervision of UNESCO Iraq Office.
- All the travel/transportation expenses will be covered by the Contractor and should be budgeted as part of the Financial Proposal (Annex V), according to the proposed work plan;
- The responsibility for the safety and security of the evaluation team and its personnel and property, and any of UNESCO property in the Evaluation Team's custody (if any), rests with the Evaluation company.
- The Contractor shall:
 - ✓ put in place an appropriate security & safety mitigation plan and maintain this plan, taking into account the situation in Mosul; where the services are being provided;
 - ✓ assume all risks and liabilities related to the Contractor's security, and the full implementation of the established security measures;
 - ✓ UNESCO reserves the right to verify whether such measures are in place, and to suggest modifications when necessary. Failure to maintain and implement an appropriate set of security measures as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNESCO property in its custody.

- **Specific to International Offerors only:**

- ✓ All the travel expenses (such as: international flights home-Iraq (Erbil)-home –if any, transportation from Erbil-Mosul-Erbil, etc.) will be covered by the Contractor and should be budgeted as part of the Financial Proposal (Annex V), and in accordance to the proposed work plan;
- ✓ For secured transportation from Erbil to Mosul, an average cost of 700 USD per car/day should be budgeted (round trip);
- ✓ For the accommodation in Mosul, an average cost of 70 USD per person/day should be considered;

10 Outputs Ownership and Confidentiality

- All the data and related deliverables as described above will be submitted in original files (editable version; DWG; PSD; Word; MS Project; MS Excel; Power Point and/or any other format used to produce the editable version of documents) and in pdf format, both of them in soft copies. UNESCO might also request the submission of hard copies;
- UNESCO shall be entitled to all the proprietary rights, including but not limited to patents, copyrights and trademarks with regard to all the materials, which bear a direct relation to or is made in consequence of the services provided under this contract;
- UNESCO will have the rights to use, copy, stream, broadcast, publicly display and otherwise distribute all the materials and derivative works, even if components implemented by sub-contractors and for future additional programs not directly related with the Project;
- All outputs and information should be treated with strict confidentiality and should be presented to UNESCO only. The selected Contractor will sign a confidentiality form with UNESCO to commit the Contractor, its associates (staff), or its partners NOT TO share or leak any data/information that result from their consulting services to UNESCO linked to this work assignment or associate itself in any way, including functioning as a direct or indirect, an explicit or an implicit subcontractor, with any entity or team that may bid for the build ITB and/or will win the build bid.

11 Minimum Content of the technical Proposal

- Firm registration documents, business profile, capability statement, presentation and credentials (in case of joint venture please see section 8);
- Description of your understanding of the project's requirements;
- Description of technical approach & methodology, based on the TOR, as per Tasks 1 & 2.
- Latest Audited Financial Statement (Income Statement and Balance Sheet) signed by a certified auditor for the last five (5) years; UNESCO has the right to reject any bid if submitted by a contractor whom assessment and evaluation leads to a result that the bidder is not financially capable and/or had serious financial problems during the past recent years.
- Detailed Work Plan;
- List and value of similar projects

- List of key references linked to proven experience to respond to qualification requirements as set-out under section 7.2 & 7.3;
- Samples of previous evaluation reports relating to the subject of current evaluation in line with methodology requirements as set in TOR.
- Complete curriculum vitae of proposed key experts to be assigned to the project – listed under section 7.3, and compiled using CV template (Annex VIII);
- Completed and signed annexes (all applicable ones).
- Information regarding any litigation, current or during the last 7 years, in which the Bidder was/is involved, the parties concerned, and the disputed amounts and awards] (if Any).
- That, to the best of the Bidder's knowledge, it is not included in the UN 1267 List or the UNGM/ UN Ineligibility List.

ANNEX IV – Proposal Submission Form

TO: UNESCO

To form an integral part of your technical proposal

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Services for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 90 days from the Proposal Closing Date as stipulated in the Solicitation Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

Name of Bidder:

Address of Bidder:

Authorised Signature:

Name & title of Authorised

Signature:

Date:

ANNEX V – Price Schedule Form

GENERAL INSTRUCTIONS

1. The Offeror is asked to prepare the Price Schedule as a separate email from the rest of the RFP response as indicated in **D. SUBMISSION OF PROPOSALS** paragraph 16 (ii) of the Instructions to Offerors.

2. All prices/rates quoted must be exclusive of all taxes, since the UNESCO is exempt from taxes as detailed in Annex II, Clause 18.

3. The Price Schedule must provide a detailed cost breakdown. Provide separate figures for each functional grouping or category. If the contractor is required to travel in order to perform the work described in the TOR, a lump sum must be included in the total amount or to be listed separately. No travel shall be reimbursed if not budgeted as a part of the offeror's financial proposal.

4. It is the policy of UNESCO not to grant advance payments except in unusual situations where the potential contractor whether a private firm, NGO or a government or other entity, specifies in the proposal that there are special circumstances warranting an advance payment. UNESCO, at its discretion, may however determine that such payment is not warranted or determine the conditions under which such payment would be made.

Any request for an advance payment is to be justified and documented and must be submitted with the financial proposal. This justification shall explain the need for the advance payment, itemise the amount requested and provide a time-schedule for utilisation of said amount.

Financial Proposal / Price Schedule				
Request for Proposal Ref:				
Total Financial Proposal [currency/amount]:				
Date of Submission:				
Authorized Signature:				
Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]
1. Remuneration				
1.1 Services at Home Office (if applicable)				
1.2 Services on site (if applicable)				
Description of Activity/Item	No of Consultants	Rate per Day [currency/ amount]	No of man-days	Total [currency/amount]
2. Other Expenses				
2.1 Travel				
2.2 Per Diem Allowances				
2.3 Communications				
2.4 Reproduction and Reports				
2.5 Equipment and other items				
2.6 Others (please specify)				

Part Two: Cost per deliverable/ schedule of deliverables

[Information to be provided in this Form shall only be used to establish payments to the winning Offeror for possible additional services requested by UNESCO and/or for the purpose of verification of the market reasonableness of the prices offered. Please complete for each milestone.]

#	Deliverables Milestones ¹	Price in US\$	% from total price	Date of deliverable (dd/mm/yyyy)
D1				[dd/mm/yyyy]
D2				[dd/mm/yyyy]
D3				[dd/mm/yyyy]
D4				[dd/mm/yyyy]
D5				
D6				
D7				
	Total price (in USD)			

¹ For a more complete description of the Project Deliverables refer to Annex III, Terms of Reference.

ANNEX VI – Vendor Information Form

A- General Information :

Name of Offeror:	[Insert Name of Company]	Date:	Select date
RFP reference:	IRQ/RFP/24/06		
Web Site URL	[Complete]		
Legal address	[Complete]		
Year of registration	[Complete]		
Company'y Authorized Representative Information	Name and Title of Authorized person: [Complete] Telephone numbers: [Complete] Email: [Complete] Signature: [Complete] Company Stamp: [Complete]		
Are you a UNGM registered vendor?	☐ Yes ☐ No If yes, [insert UGNM vendor number]		
Are you a UNESCO vendor?	☐ Yes ☐ No If yes, [insert UNESCO vendor number]		
Countries of operation	[Complete]		
No. of full-time employees	[Complete]		
Quality Assurance Certification (e.g. ISO 9000 or Equivalent) (If yes, provide a Copy of the valid Certificate):	[Complete] – Desirable but Not Mandatory		
Does your Company have a written Statement of its Health and Safety Policy? (If yes, provide a Copy)	[Complete] – Desirable but Not Mandatory		
Does your organization demonstrates significant commitment to sustainability through some other means, for example internal company policy documents on women empowerment, renewable energies or membership of trade institutions promoting such issues	[Complete] – Desirable but Not Mandatory		
Is your company a member of the UN Global Compact	[Complete] – Desirable but Not Mandatory		

B- Experience of the Offeror:

Offeror should list the works contract which have been awarded and also ongoing contracts as per below tables. Besides, should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by UNESCO:

Table 1: Previous experience record in Execution of Conservation Works

Project name & of Country Assignment	Client & Reference Contact Details	Contract Value	Period activity (MM/Year) of to (MM/Year)	Types of activities undertaken

Table 2: Information on Offeror's ongoing activities/contracts

Project Title	Contract Award Date (MM/YYYY)	Percentage of service completion	Role in Contract (contractor OR sub-contractor)	Proportion of the total contract amount carried out by the Applicant (%)	Total Contract Amount (USD)	Client & Reference Contact Details (email)

ANNEX VII – VENDOR(S) Registration FORM

Please provide 1) copy of firm's registration document in English 2) Letter by your bank stating your bank details (in English)

VENDOR INFORMATION (please use capital letters)	
Title (Mr, Mrs, Ms , Company, Organization) :	
Name / Company name :	
Date and place of birth :	
Nationality :	
Profession / Area of expertise :	
Street name / House Number :	
Postal Code / City :	
P.O. Box :	
Country :	
Telephone :	
Fax :	
Email :	
Language of correspondence :	
Tax Code 1 / Tax Code 2 :	
Contact 1	
Contact 2	
BANK INFORMATION (please attach copy of bank details which you should obtain from your bank)	
Full bank name :	
Full agency name :	
Full bank address :	
Bank Postal code / Bank City :	
Bank country :	
SWIFT/BIC code :	
IBAN	
Bank code & branch code :	
Bank account Number :	
Control Key (if applicable) :	
Account holder name :	
Account currency :	
Additional banking information : (i.e. CHIPS UID, ABA, PayThru, etc...)	
ADDITIONAL INFORMATION (Please add any comment that may facilitate your identification)	

ANNEX VIII – Business Entity’s Detailed Project History

Project Ref#:		Project Title:								
Name of legal entity	Country	Original Project Value (US\$)	Closing Project Value (US\$)	Proportion carried out by your Firm (%)	% of completion	N° of Staff provided	Name of Client	Origin of Funding	Dates (Start/End)	Name of Partners (if any)
Detailed description of the project (please type below)					Type of services provided:					
Client’s Contact Person (Name/ Functional Title/ email or telephone address):										

References: Please provide the list and copies of references including contact details for contracts for similar services to the one requested under this consultancy (*visit the eligibility criteria sections*)

Organization Name/Country:	Contact person:	Telephone:	Email:
1.			
2.			
3.			

Instructions related to references of the Consulting Firm and Proposed Key Experts (Technical Advisors)

Provide contact information for at least three (3) references that can provide substantial input about:

- (a) The type of work performed
- (b) Confirm the quality of the work experience of projects conducted by the consulting firm and the experts (advisors) that are of a similar nature.

UNESCO reserves the right to contact other sources as well as to check references and past performance. For each reference, list a contact individual, their title, address, facsimile, phone and e-mail address.

ANNEX IX – JOINT VENTURE/CONSORTIUM/ASSOCIATION INFORMATION FORM (if applicable)

[To be completed and returned with your proposal if the proposal is submitted as a Joint Venture/Consortium/Association]

Name of Offeror:	Click or tap here to enter text.	Date:	Click or tap to enter a date.
RFP reference:	Click or tap here to enter text.		

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

No	Name of Partner and contact information (address, telephone numbers, fax numbers, e-mail address)	Proposed proportion of responsibilities (in %) and type of services to be performed
1	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.

Name of leading partner (with authority to bind the JV, Consortium, Association during the RFP process and, in the event a Contract is awarded, during contract execution)	Click or tap here to enter text.
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We have attached a copy of the below referenced document signed by every partner, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture:

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

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

Name of partner: _____

Name of partner: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Letter of Intent

To: The United Nations Educational, Scientific and Cultural Organization (UNESCO).

The undersigned of this declaration of cooperation are legally authorized to act with regard to [ITB Reference Number] and [name of the project];

They hereby declare:

1. that we will issue a Joint Venture Agreement in case that a Contract for [name of the project] is awarded to our Joint Venture.
2. that we will clearly define the expected role of each of the entity in the joint venture (the JV Consortium or Association Agreement_ in delivering the requirements of the contract.
3. they we designated [name of the lead company] to act as a lead entity, duly vested with authority to legally bind the members of the JV, Consortium or Association jointly and severally, which shall be evidenced by a duly notarized Agreement among the legal entities.
4. that if we are awarded with the contract, the contract shall be entered into, by and between UNESCO and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.
5. that they authorized Mr./Ms. [name of the person who is authorized to act as the Representative on behalf of the Joint Venture) to act as the Offeror's Representative in the name and on behalf of this joint venture.
6. that all partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract.
7. that the Joint Venture constituted for the purpose of the execution [name of the project]; under [ITB Reference Number].
8. that if UNESCO accepts the Bid of this Joint Venture, it shall not be modified in its composition or constitution until the completion of Contract.
9. that each partner's share of the Work, stated as percentage of the total contract amount, shall be as follows:

#	Name of the Partner	Share of the work (as percentage of contract amount)
1		
2		
Total		100%

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Name of Party	Representative Signature	Representative Name and Title
Name of Party	Representative Signature	Representative Name and Title

ANNEX X – CV Template for Key Experts

1. Family name:
2. First names:
3. Occupation (role and function):
4. Nationality/Passport:
5. Residence:
6. Education:

Name of Institution	(Date from – Date to)	Degrees obtained & Major Field of Study

7. Language skills: Indicate competence on a scale of 1 to 5 (1 - excellent; 5 - basic)

Language	Reading	Speaking	Writing
English			

8. Membership of professional bodies:
9. Other skills:
10. Contacts of references:
11. Years within the firm (or years of affiliation):
12. Country Experience:
13. Regional and International Experience
14. Key qualifications:
15. Professional experience

Date from- Date to	Location	Employer (if any)	Position	Description of specific assignments

16. Project History

Project Ref#:		Project Title:								
Name of legal entity	Country	Original Project Value (US\$)	Closing Project Value (US\$)	Proportion carried out by your Firm (%)	% of completion	N° of Staff provided	Name of Client	Origin of Funding	Dates (Start/End)	Name of Partners (if any)
Detailed description of the project (please type below)					Type of services provided:					
Contact Person (Name/ Functional Title/ email or telephone address):										

[To be filled by each proposed expert in separate A4 landscape-oriented pages:]

17. Other relevant information (if Any)

ANNEX XI – Vendor Financial Information Form

Name of Offeror/Firm

Offeror shall provide financial information to demonstrate that they meet the requirements stated in the Instructions to Applicants. The applicant must fill-in this form. If necessary, use separate sheets to provide complete banker information. A copy of the audited report and/or financial statement including balance sheets, for the last 5 years should be attached.

Financial Standing

Annual Turnover for the last 5 years	Year 2018	USD
	Year 2019	USD
	Year 2020	USD
	Year 2021	USD
	Year 2022	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 5 years				
	2018	2019	2020	2021	2022
	<i>Information from Balance Sheet</i>				
Total Assets (TA)					
Total Liabilities (TL)					
Current Assets (CA)					
Current Liabilities (CL)					
	<i>Information from Income Statement</i>				
Total / Gross Revenue (TR)					
Profits Before Taxes (PBT)					
Net Profit					
Current Ratio					

- ☐ Attached are copies of the English Translated Audited Financial Reports and/or financial statements (balance sheets, including all related notes, and income statements) for the years required above.
- ☐ D & B report is Desired