

REQUEST FOR PROPOSAL – RFP Services

Ref: **IRQ/RFP/24/21**

(Please quote this UNESCO reference in all correspondence)

Date: April 28, 2024.

Dear Sir/Madam,

You are invited to submit an offer for conducting the Design and installation of an exhibition for the “Interpretation Centre of the Old City of Mosul” in 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 VII	Vendor Registration Form
Annex VIII	History Projects Template
Annex IX	Joint Venture Form
Annex X	Experts Curriculum Vitae
Annex XI	Financial Information Form
Annex XII	Curatorial Plan
Annex XIII	Pictures of Bait Al-Sayegh (Click Here)
Annex IVX	Plan of Bait Al-Sayegh

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 below specified closing date and 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/24/21

RFP for Design and installation of an exhibition for the “Interpretation Centre of the Old City of Mosul”

Closing Date and Time: **May 19, 2024, before 6:00 PM Iraq 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 please contact **Mr. Izzat, Ali** am.izzat@unesco.org, Procurement and Contracting Officer.

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

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.

3. Fraud and corruption

UNESCO requires that bidders, offerors, 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.

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 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 Electronically submitted Financial Proposal 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 Financial Prices expressed in the amounts in various currencies (such as USD or Euro) in which the Proposal Prices are payable to Iraqi Dinar (IQD) at the official [UN Exchange Rate](#) on the last day for Submission of Proposal.

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/24/21 (YOUR COMPANY NAME)**

NAME OF PDF FILE: IRQ/RFP/24/21 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/24/21 (YOUR COMPANY NAME)

NAME OF PDF FILE: IRQ/RFP/24/21_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:

1. 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.**
2. Maximum size of single email: 20 MB - with the possibility to send several emails. Any file sharing web tools/drive such as Dropbox or WeTransfer will NOT be accepted.
3. Maximum No of Email Transmissions {Unlimited}

Your electronic proposal must be submitted by e-mail before **May 19, 2024 – 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.	Evaluation Expertise of team submitting Proposal	250			
2	Subject matter expertise of team submitting proposal	250			
2.	Proposed Work Plan and Approach	200			
	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)

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				
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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 Offerors or other terms and conditions.

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

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.

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^{8.4} 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:

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.

Within the framework of this initiative, and through the financial contribution of 50.4 M USD of the United Arab Emirates, UNESCO is implementing the Project "Reviving the Spirit of Mosul by rebuilding its historic landmarks, namely the Al-Nouri Mosque and its Al-Hadba Minaret, as well as the Al-Tahera Church and Al-Saa'a Church".

This project aligns with the overarching objective of the "Revive the Spirit of Mosul" initiative, which aims to assist the people of Mosul in returning to their city, restoring social cohesion, and enhancing their quality of life to achieve lasting peace. The project specifically focuses on strengthening the skills and expertise of the local workforce to reconstruct and preserve their tangible cultural heritage. It aims to return significant social and religious landmarks to the community while empowering the younger generation with the necessary skills and providing them with stable, long-term employment opportunities.

As part of the community engagement component of the project, UNESCO will establish a museum/Information center around the history of the Old City of Mosul. The upcoming cultural venue/interpretation center, will be housed in a newly renovated Arabic palatial house known as "Bayt Al-Saigh" ("the House of Saigh" in English) in the Old City of Mosul, Iraq.

The venue will comprise of two main parts, an exhibition covering various aspects of the Old City of Mosul, and an escape room challenge, which will be linked to the venue's main historical theme and be the first escape room in Mosul.

The tentative name of the venue will be: 'Bayt al-Saigh: a historical adventure' or in Arabic: بيت الصائغ: مغامرة تاريخية موصلية. This name highlights the origin of the house whilst explaining the premise behind its current use. It also avoids words that are constantly repeated when naming cultural venues in Arabic such as mathaf متحف and turath تراث, all of which will help the venue stand out.

Located in the Nabi-Jarjis district, the area surrounding Bayt al-Saigh was heavily damaged during the conflict, and much of it remains in ruins. However, parts of the district have been repopulated and services are constantly improving.

This exhibition aims to shed light on the historical significance of the Old City of Mosul, located within the historic boundary of the city on the west side of the Tigris River, known in Arabic as "al-Janib al-Ayman الجانب الأيمن." Despite the absence of the physical wall that once surrounded the city, the memory of the Old City lives on through the names of the gates, which continue to identify the surrounding areas. This exhibition is designed to preserve and communicate the rich history, urban fabric, and tangible and intangible heritage of this iconic location, with a particular focus on engaging younger audiences.

Contractors and companies are invited through this Request for Proposals to develop the detailed design of the exhibition and related services based on the provided Curatorial Plan (Annex XII)

2.Objectives and Scope:

UNESCO is soliciting proposals from qualified Contractors with experience in design, interior design and/or exhibition design and museography, to develop the detail design of the exhibition for the Museum/Interpretation centre and selected related services as detailed in the Curatorial Plan attached to their RFP as Annex XII.

The selected contractor will:

- A. Develop the detailed design, including plans and drawings with specifications for the exhibition spaces outlined in Annex XII based on the main themes identified in the curatorial plan. This should outline the contractors' creative approach, design concepts, layout ideas, and how they plan to execute the exhibition based on your curatorial plan.
- B. Develop an Implementation and Installation Proposal for all related exhibition materials based on the guidance provided by the Curatorial plan in English and Arabic to be ready to be printed, produced, and enabled. The contractor will ensure that all the requested documentation, guidance, and instructions for each material developed are provided to UNESCO and the contractor that will conduct the installation.
- C. Develop a detailed Bill of Quantities (BOQ) for the proposed design and draft an Invitation to Bid (ITB) based on UNESCO's rules and regulations.
- D. Support UNESCO in selecting a capable contractor to install the exhibition outlined in the Detailed Exhibition Design, including identifying potential local companies.
- E. Monitor and ensure quality control during the installation of the exhibition.

3.Management & Responsibilities:

The UNESCO Iraq office will oversee and manage the selected contractor and will oversee comments and adjust the proposed design as needed.

The Contractor is expected to manage all logistical requirements, including travel arrangements in required, accommodations, office space, administrative support, meeting coordination, site visits, communication with other partners and contractors etc.

UNESCO Iraq office will provide all the required documentation and background information needed as well as facilitate access to project partners and project sites as much as possible.

4.Deliverables and timeline:

Deliverable/Activity	Deadline /timeframe
First Draft of Design Exhibition Plan	20 June 2024
Final Design Plan, BoQ and ITB	30 July 2024

5.Required Qualifications:

a. Eligibility Conditions of the Company:

The offeror should be a registered entity (i.e. not an individual consultant) matching the following minimum eligibility criteria, made evident by submitting the necessary supporting documentation 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 Request for Proposal is open to all national and international suppliers who are legally constituted and can provide the requested services. <u>If the offeror is an international company, it is mandatory to partner with a local company from Iraq through the implementation of activities under the umbrella of a Joint Venture – see section 6.</u> 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.unqm.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 two years (company registration documents are mandatory to enclose). - Sound financial status (evident with audited financial reports for the past two 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; i.e. not complying with clause "D. SUBMISSION OF PROPOSALS"
- Your proposals was NOT SOLELY received at baghdad.proc@unesco.org (File sharing web tools similar to dropbox or wetransfer will NOT be accepted);
- Financial proposal in PDF file format was NOT password-protected.

b. Qualifications of the firm:

- I. Demonstrated experience as a contractor in graphic design, interior designing and/or installing museum exhibitions. (mandatory criteria: 2 years of experience)
- II. Proven track record of similar and/or relative assignments to demonstrate its experience in similar projects through references and concrete project examples (mandatory criteria: 1 complex extended project or two medium-sized projects);
- III. Demonstrated capacity to mobilize the required staff for the assignment through a comprehensive plan (mandatory criteria: 2 projects of similar size and complexity)
- IV. Previous experience incorporating familiarity with multimedia and interactive elements in exhibitions, designs, and/or interior design projects (desirable criteria: 2 projects)
- V. Proven commitment to sustainable design practices of incorporating environmentally friendly materials and energy-efficient solutions in previous designs (desirable criteria: 1 project)

c. Qualifications of key experts required as core team

Key Expert 1: Lead Exhibition Designer

- I. Proven extensive experience in the field of interior design, graphic design and/or exhibition design for Museums/ exhibition centers (mandatory criteria: minimum four years of experience).
- II. Proven track record of similar assignments to demonstrate its experience in similar projects through references and concrete project examples (mandatory criteria: 1 project);
- III. Proven prior experience managing teams (mandatory criteria: team of 2 and minimum of 2 years in a leadership position)
- IV. Proficiency in English (mandatory criteria);
- V. Knowledge of working Arabic is considered an asset (desirable criteria);
- VI. Previous experience in the Region, preferably in Iraq (desirable criteria: 1 complex extended project or 3 medium-sized projects);

Key Expert 2: Graphic designer

- I. Professional graphic designer with a university degree and extensive experience in graphic design and interior design (mandatory criteria: 4 years of experience and at least 6 big project designs in his/her portfolio including at least 2 including visual communication and new technologies);
- II. Proficiency in English and Arabic (mandatory);
- III. Previous experience in the Region, preferably in post/conflict and/or post-disaster contexts (desirable criteria: 1 complex extended project or 3 medium-sized projects);

Key Expert 3: Content Developer/Writer

- I. Proven experience developing exhibition materials in Arabic and English with a University degree in Languages, communication, journalism, history and humanities or related field.
- II. Proven strong writing and research skills, capacity to develop engaging and informative content for exhibit labels, brochures, and any multimedia components (mandatory criteria: at least 4 projects showcasing these skills).
- III. Proficiency in English and Arabic (mandatory criteria);
- IV. Previous experience in the Region, preferably in post/conflict and/or post-disaster contexts (mandatory criteria: 1 complex extended project or 3 medium-sized projects);

The Company might decide to include other experts either to work remotely or in the field based on the company's assessment of the ToRs. In that event, CVs of other selected staff shall be included in the submission and budgeted in the financial proposal, while specifying clearly who are the 3 identified Key experts, as per point 7 of this RFP.

6. Joint Venture (Mandatory for International Offeror)

If the offeror is a joint venture, consortium, or association, all 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 the 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 entities 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 IX) (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.

7. Timing and Work Assignment Requirements

- The work assignment will be carried out from 01 June 2024 to 30 July 2024 with the possibility of extension upon funds availability.
- The team will have to be based in Mosul and/or work from Mosul at least 70% of the time comprised in the work assignment.
- 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 contractor and its personnel and property, and any of UNESCO property in the contractor's custody (if any), rests with the contractor's 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;
- ✓ UNESCO Iraq – at its own discretion – may facilitate the accommodation in a secured compound while staying in Mosul and transportation from Erbil to Mosul for the Contractor's personnel, whenever possible. In this event, cost related to this service will be deducted; as applicable.
- ✓ Whenever possible; UNESCO may consider facilitating the Contractor's transportation from Erbil to Mosul (in such event, such cost will not be claimed by the Contractor).

8. Outputs Ownership and Confidentiality

- All the data and related deliverables as described above will be submitted in original files (editable version; Word and/or any other format used to produce the editable version of documents) and in pdf format, both of them in soft copies.
- UNESCO shall be entitled to all the property rights, including but not limited to patents, copyrights, and trademarks about all the materials, which bear a direct relation to or are 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 are implemented by subcontractors and for future additional programs not directly related to the Project.
- All outputs and information should be treated with strict confidentiality and should be only presented to UNESCO. The selected Contractor testifies that its business entity or its associates or partners WILL NOT share or leak any data/information that results from their consulting services to UNESCO linked to this work assignment.

9. Minimum Content of the Project Proposal

- Firm registration documents, business profile and portfolio of similar projects, presentation and credentials (in case of joint venture, please see section 8);
- Description of your understanding of the project's requirements and description of technical approach & methodology including a realistic work plan (Grant Chart) based on the TOR. This document should also include a community engagement plan and risk mitigation plan.
- Draft design plan based on the Curatorial Plan (Annex XII) and related Bill of Quantities (BoQ) for the proposed design plan. The design plan should include, but not be limited to, a conceptual overview of the exhibition, a content outline including accessibility considerations (including people with disabilities), detailed design and content of all displays and materials of the exhibition, both low-tech and high tech, and sustainable practices.
- List of key references linked to proven experience to respond to qualification requirements as set out under **section 5**;
- Complete curriculum vitae of proposed key experts to be assigned to the project – listed under section 5.c, and compiled using CV template (Annex X);
- Completed and signed annexes (all applicable ones)
- Detailed Financial Proposal as per ANNEX V – Price Schedule Form in IQD

10. Annexes provided to Offerors

- Curatorial Plan
- Floor Plans of the venue
- Repository of content and resources for each exhibition theme in the Curatorial Plan.

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 Offeror:

Address of Offeror:

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 envelope from the rest of the RFP response as indicated in paragraph 16 (b) 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.
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.

[Please refer to the form in Excel for easy reference.](#)

Request for Proposal Ref:

Total Financial Proposal [currency/amount]:

Date of Submission:

Authorized Signature:

Description of Activity/Item	Unit cost (PerDiem, item cost, etc.)	# days/months	Total
Personnel			\$0
Key Expert 1	\$0	0	\$0
Key Expert 2	\$0	0	\$0
Key Expert 3	\$0	0	\$0
Other staff (Please add staff as considered suitable)	\$0	0	\$0
	\$0	0	\$0
Travel and Missions (if applicable)			\$0
	\$0	0	\$0
Reproduction and Reports (If applicable)			\$0
	\$0	0	\$0
Other Costs			\$0
Lump sum for UNESCO requested Objects for display	\$3,000	1	\$0
TOTAL			\$0

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 IQD	% 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 IQD)			

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/24/21		
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 other certification such as 14001, 9001, 45001, 50001, 26000) (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 & 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	Nº 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

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	Nº 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):										

16. Project History

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

1.

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 2019	USD
	Year 2020	USD
	Year 2021	USD
	Year 2022	USD
	Year 2023	USD
Latest Credit Rating (if any), indicate the source		

Financial information (in US\$ equivalent)	Historic information for the last 5 years				
	2019	2020	2021	2022	2023
	<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 'Not Mandatory.'