



International Labour Organization

REQUEST FOR PROPOSAL

Working conditions and farm level interventions development in agriculture in Iraq

Responses to be received by **19 October** 2021

October 2021

Subject: Working conditions and farm level interventions development in agriculture in Iraq

Request for Proposal (RFP) N°: RFP/ILO Labour Governance/Iraq/2021/1

Date: 5/10/2021

Dear Sir/Madam,

The International Labour Office (hereinafter the "ILO") is pleased to invite your company to submit a Proposal for **Working conditions and farm level interventions development in agriculture in Iraq** and as further described in Annex III.

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

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

Your Proposal must be received by the ILO no later than **4 PM Baghdad time on 19 October 2021**. Late bids shall be rejected.

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

We look forward to receiving your Proposal.

INSTRUCTIONS TO BIDDERS

Reference: RFP/ILO Labour Governance/Iraq/2021/1

Working conditions and farm level interventions development in agriculture in Iraq

Abstract

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



INSTRUCTIONS TO BIDDERS

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1. INTRODUCTION

1.1 General

These instructions are provided for general information for the preparation of the Proposal for **Working conditions and farm level interventions development in agriculture in Iraq**. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the RFP documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Bid concerned.

1.2 Eligible Bidders

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

1.3 Cost of Bid

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

1.4 RFP Schedule Summary

• RFP release date:	05/10/2021
• Clarification questions, if any, related to this RFP must be submitted to khidhir@ilo.org by:	12/10/2021, COB
• ILO response to clarification questions by:	14/10/2021
• Proposals Receipt Deadline:	19/10/2021, 16:00 Baghdad time
• Estimated Contract Signature Date:	01/11/2021
• Estimated Contract Start Date:	01/11/2021

1.5 Clarification Questions

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

2. BIDDING CONDITIONS

2.1 Acknowledgment of Receipt

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

2.2 Number of copies, Format and Signing of Proposal

The Bidder shall submit one original and [3] copies of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall prevail. The Proposal shall be typed or written in indelible ink and shall be dated and signed by the Bidder i.e. by a person or persons duly authorized to bind the Bidder to the contract. The Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Proposal.

2.3 Submission and Receipt of Proposals

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

Proposals **must be received on or before 19 October 2021, 4:00 Baghdad**. Proposals and modifications to Proposals received after the proposal receipt deadline will be rejected. Proposals must include all the documents requested in these Instructions to Bidders and shall be submitted by:

- Email to: hamad@ilo.org and khidhir@ilo.org

And

- Courier services or hand delivered** directly to the below ILO address in return for a signed and dated receipt:
International Labour Organization (ILO)
International Green Zone, United Nations Compound
Baghdad, Iraq

For the courier services or hand delivered, proposals must be submitted using the double envelope system, i.e., the outer parcel containing two separate, sealed envelopes, one bearing the words "**Envelope A - Technical Proposal**" and the other "**Envelope B - Financial offer**".

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

The outer parcel should bear the following information:

- the address for submission of proposals indicated above;
- the reference to the RFP to which the Bidder is responding;
- the name and address of the Bidder to enable the Proposal to be returned unopened if it is declared to have been received "late".

The pages of each of the Technical and Financial Proposal must be numbered.
The inner package shall be sealed and shall bear the name of the Bidder and be marked as follows:

RFP N° RFP/ILO Labour Governance/Iraq/2021/1
Working conditions and farm level interventions development in agriculture
in Iraq
CONFIDENTIAL
DO NOT OPEN BEFORE
19 October 2021, 4:00 PM Baghdad Time

In addition, the information below should appear on both sides of the inner envelope:

CONFIDENTIAL
To be opened by the Evaluation Panel ONLY

2.4 Official Language

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

2.5 Correspondence

Any communication in connection with this RFP should be addressed in writing to the E-mail address mentioned in paragraph 1.4 above. All correspondence should quote the reference number of the RFP. Bidders are requested **not** to contact the ILO after the closing time, i.e. during the RFP assessment period.

2.6 No Consultation

A Bidder shall not:

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

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

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

2.7 Contract Conditions

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

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

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

2.8 Work on ILO Premises

If the Bidder's personnel are required to work on ILO premises, they shall comply with the security and safety and health arrangements established by the ILO, including applicable provisions of local laws. Where applicable, the Bidder shall be responsible for obtaining

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valid entry visas and work permits for its employees or sub-contractors and contract commencement may be made subject to complying with these obligations. Failure to comply with such obligations may lead to suspension of payments under and cancellation of the contract.

2.9 Bid Currency

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

2.10 Incomplete Proposals

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

2.11 Changes to Proposals

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

2.12 No Material Change(s) in Circumstances

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

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

2.13 RFP Document, Specifications, Drawings

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

2.14 Sub-Contracting

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

2.15 Proposal Validity

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

2.16 Notification of Proposal Evaluation

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

2.17 Publicity

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

3. CONTENT OF THE PROPOSAL

Each Proposal shall comprise the following documents:

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

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

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

3.1.1 Administrative Requirements

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

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

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

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

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

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

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

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

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

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

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

c) Recent References (Annex II-D)

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

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

d) Technical Proposal (Annex II-E)

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

3.2 Envelope B-Financial Offer (Annex II-F)

Bidders are requested to submit their Financial Offer in a separate envelope (**Envelope B-Financial Offer**). The Financial Offer should be presented in the format provided in Annex II-F. The Bidder must also provide price breakdown information to support its Financial Offer.

All Financial Offers must be established and submitted net of any direct taxes or customs duties. As an international organisation, the ILO is exempt from all taxes and duties.

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

4. EVALUATION OF PROPOSALS AND CONTRACT AWARD

4.1 Preliminary Evaluation

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

- a) They are incomplete (i.e. do not include all required documents as specified in Annex I, Instructions to Bidders, paragraph 3: Content of the Proposal);
- b) The Original Proposal is not signed by the duly authorized individual of the organization/company, as specified in Annex I, Instructions to Bidders, paragraph 2.2: Number of Copies, Format and Signing of Proposal;
- c) Technical and financial documents have not been submitted in separate sealed envelopes and/or pricing information is included in the Technical Proposal envelope, as specified in Annex I, Instructions to Bidders, paragraph 2.3: Submission and Receipt of Proposals;
- d) The validity period of the Proposal is not in accordance with the requirements of the RFP as specified in Annex I, Instructions to Bidders, paragraph 2.15: Proposal Validity.

4.2 Evaluation Process and Criteria

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

A two-stage procedure will be utilized in evaluating the Proposals, with evaluation of each Technical Proposal being completed prior to any Financial Offer being opened and compared. Financial Offers will be opened only for Bidder submissions that meet or exceed the minimum technical score of [seventy] (70 percent) of the obtainable score during the evaluation of Technical Proposals. Where the assessment of a Technical Proposal results in the minimum specified score not being achieved, the corresponding Financial Offer will not be eligible for further consideration.

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

During the second stage of the evaluation, the Financial Offers of all Bidders which have attained at least the minimum [Seventy] (70%) score during the technical evaluation will be compared.

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

- a) Company's profile and previous experience
- b) The proposed approach and timeframe/work plan
- c) The qualifications and experience of proposed key personnel
- d) The overall cost

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

	Percentage
Technical Proposal	[70]%
Financial Offer	[30]%
Total	100%

4.3 Award of the Contract

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

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

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

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

4.4 Debriefing / Bid Protest Mechanism

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

Debriefing process

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

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

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

Bid Protest

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

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

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

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

The Chief, PROCUREMENT will perform a receivability review of the protest to determine if it was timely and correctly submitted and complies with the requirements set out above. The Bidder will be notified whether the protest is receivable in writing within ten (10) business days after

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receipt of the protest. A decision rejecting the receivability of the protest is final and not subject to further appeal or recourse.

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

Allegations of Misconduct or Fraud

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



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

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



International Labour Office

ANNEX II-A

ACKNOWLEDGEMENT OF RECEIPT

To be returned to:

To ILO by Email:

E-mail:

Reference: **RFP N°**

☐ WE ACKNOWLEDGE RECEIPT OF ALL TENDER DOCUMENTS FOR THE ABOVEMENTIONED RFP
(Note: In event of missing elements, contact the ILO Officer in Charge)

☐ WE INTEND TO SUBMIT A PROPOSAL

☐ WE WILL NOT BID FOR THE FOLLOWING REASONS:

.....
.....

Signature:

COMPANY STAMP

Name:

Position:

Tel/Fax:

E-mail:

Date:

BIDDER'S DECLARATION FORM

Certification to be submitted by a bidder in an ILO competitive bidding procedure

RFP N°

Date:

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

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

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

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

Definitions of terms used in this declaration:

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

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

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

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

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

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

Name and Position

Signature

Date

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

BIDDER'S INFORMATION FORM

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

1. SUBJECT	
Request for Proposal:	IRQ:5-21/1
Requirements:	

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

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

Turnover, Net Income for the past Three Financial Years:				
[Currency]	Year 1 [i.e. 2011]	Year 2 [i.e. 2012]	Year 3 [i.e. 2013]	Average
Turnover				
Net Income (+/-)				
Comments				

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

**ANNEX II-C****4. SUMMARY OF WORK DISTRIBUTION**

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

5. MANDATORY DOCUMENTS

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

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

COMPANY STAMP

Signature:

Name:

Position:

Tel/Fax:

E-mail:

Date:

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

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

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

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

TECHNICAL PROPOSAL

TO BE RETURNED ON BIDDER'S LETTERHEAD

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

FINANCIAL OFFER

TO BE RETURNED ON BIDDER'S LETTERHEAD

Having examined this Request for Proposal including its Annexes, and having examined all conditions and factors which might in any way affect the cost or time of performance thereof, we, the undersigned, offer to execute and complete the Services, in accordance with the Terms and Conditions applicable to ILO Contracts for Services as provided in our Financial Component Annex II-E.

COMPANY STAMP

Signature:

Name:

Position:

Tel:

E-mail:

Date:

Please complete your quotation in the below table and submit ANNEX II-E in the Financial Envelope.
The below table list is an example. Bidders may also indicate other items and a more detailed breakdown.

Budget Line	Unit	Value in USD	Cost per unit	Total in USD
Management Costs				
0.1 Staff Costs				
0.1.1 Manager/Project Coordinator				
0.1.2 Administrative and Finance support				
0.1.3 Field Coordinators				
0.2 Travel				
0.2.1 Monitoring visits				
Direct Costs				
Output 1. A dispute and resolution mechanisms				
Activity 1.1				
Sub-activity 1.1.1				
Activity 1.2				
Sub-activity 1.2.1				
Output 2. Workers management committees and Occupation Safety and Health				
Activity 2.1				
Sub-activity 2.1.1				
Activity 2.2				
Sub-activity 2.2.1				
Output 3. A code of conduct for Fair Recruitment				
Activity 3.1				
Sub-activity 3.1.1				
Activity 3.2				
Sub-activity 3.2.1				
Total				

COMPANY STAMP

Signature:

Name:

Position:

Tel/Fax:

E-mail:

Date:

TERMS OF REFERENCE

Working conditions and farm level interventions development in agriculture in Iraq

I. INTRODUCTION

The International Labour Organization, with support from the European Union, is implementing a project to enhance labour governance, inspection and working conditions in Iraq, in response to the COVID-19 pandemic. The project addresses a number of labour market challenges imposed by the pandemic, as well as some of the longer-term decent work priorities of Iraq.

The ILO- EU funded- project “Enhancing labour governance, inspection and working conditions in response to COVID-19, is developing a compliance model for the agriculture sector in efforts to improve the skills and working conditions of those working in the sector. The project will work through enhancing the regulatory framework in the agriculture sector, improve occupational safety and health measures, and strengthen employment services and support from cooperatives.

The current crisis is changing the economy and labour market considerably – the labour market that emerges after the coronavirus pandemic will not be the same as the one we knew before. The combination of the economic downturn in Iraq and the war against ISIS during the last few years, in addition to the new labour market and employment challenges imposed by the COVID-19 crisis, will result in reduced livelihood and employment opportunities and a general reduction in the living standards, especially for the most vulnerable in the society.

In addition, the traditional ways of handling the economy and labour market will change. The crisis has hit all sectors - affecting workers, employers as well as governments. Basic services - education, the healthcare system and jobs of all types - have been impacted and, as with many other countries across the region, the informal economy is the most-hard hit. Daily workers; migrant workers, those who are self-employed, micro-businesses, and own-account workers... these categories are/will be most affected by the crisis. They do not have secured income; with most of them relying on their daily income, which has now been halted due to the closure of businesses. Workers in such categories do not have contracts to prove their employment situation; nor do they have any health coverage. So, their situation is extremely vulnerable.

Women’s role inside the home is also expected to be reinforced as home-schooling needs increase, which may serve to reverse the little progress made in labour force participation. Competing priorities may draw attention away from strategies such as the 2016-2026 National Strategy for the Development of Women in the Kurdistan Region, which lays out legislative opportunities and social indicator targets to improve women’s empowerment and quality of life.

At the same time, workers with disabilities may be among the first to be laid off when businesses suffer. Enforcement of quotas for the employment of persons with disabilities³ may also fall off the radar as firms and labour inspectors’ priorities recovery and health and safety protocol.

On the other hand, COVID-19 has been causing devastating losses in working hours and employment and with the relevant travel bans, border closures, quarantine measures and nation-wide lockdowns in many countries. New working arrangements were introduced and while many workers cannot move to their places of work or carry out their jobs, placing high load on other workers who have access to their workplaces and who continue to work, which would have serious effects on incomes of the former, mainly for informal and casually employed workers, and on health and safety of the latter, in addition to increasing the chances of exploitation of both, particularly for the low-income

³ As stipulated in Law No 38

and disadvantaged groups of workers. Mitigating such consequences of COVID-19 pandemic, requires Governments to put the protection of workers and their families from the risk of infection, and the protection of their labour rights, particularly in terms of wages, working hours and OSH, at the top of their priorities. These measures should be led by the governments, to adopt serious preventive and corrective measures for the implementation of which full engagement of the labour inspection and OSH systems is required and the capacities of those systems need be strengthened, and their effectiveness should be enhanced, in order to play the relevant role expected from them during and after the COVID-19 pandemic, and to effectively contribute to the national economic development in the future.

The labour law in Iraq provides standards which are applied during 'normal times' to protect workers at their work of place, ensuring adequate measures are taken in relations to safety and health, work arrangements, non-discrimination, social security, employment protection and so on.

During these unprecedented times, the ILO Recommendation 205 on Employment and Decent Work for Peace and Resilience , which was adopted by an overwhelming majority of all constituents in 2017, emphasizes that crisis responses need to ensure respect for all human rights and the rule of law, including respect for fundamental principles and rights at work and for international labour standards.

This Recommendation provides guidance on measures to generate employment and decent work for the purposes of prevention, recovery, peace and resilience with respect to crisis situations arising from conflicts and disasters. In taking measures on employment and decent work in response to crisis situations arising from conflicts and disasters taking into account the promotion of full, productive, freely chosen employment and decent work which are vital to promoting peace, preventing crises, enabling recovery and building resilience. In the same time there is need to respect, promote and realize the fundamental principles and rights at work place and other human rights and other relevant international labour standards, and to take into account other international instruments and documents. In addition there is need to respect, promote and realize equality of opportunity and treatment for women and men without discrimination of any kind; the need to ensure workers with disabilities are provided with equal opportunities, the need to pay special attention to population groups and individuals who have been made particularly vulnerable by the crisis, including, but not limited to, children, young persons, persons belonging to minorities, indigenous and tribal peoples, persons with disabilities, internally displaced persons, migrants, refugees and other persons forcibly displaced across borders.

This project will place compliance with decent work with focus on agriculture sector at the forefront. Areas of compliance will guide work to enhance national regulatory frameworks and structures. More robust national frameworks will, in turn, reinforce farm/firm-level interventions that advance decent work for all. At the firm/ farm level, pilot interventions will help farmers move toward compliance with labour standards, which are a pre-requisite for access to foreign markets. It will provide trainings and guidance on labour standards to build their knowledge and capacity, while supporting workers to understand their rights, enhance their employability and help labour inspectors carry out their functions.

Impact of COVID-19 on informal workers in agriculture sector

The crucial role of agriculture in economic development is widely recognized and there are numerous success stories on how the agriculture sector served for development.

- The sector is labor-intensive. Jobs are not only created on-farm, but also in upstream (input supply and primary production), midstream (handling and processing), and downstream

(distribution and marketing) sectors. As other sectors of Iraq's economy, agriculture has not fully modernized following three decades of conflict and isolation.

- Already, the sector is the largest source of private jobs and employs 20 percent of Iraq's workforce. Women make up over 50% of agricultural work force compared to just 9% across all sectors—highlighting the sector's importance for social inclusion. The sector has a strong multiplier effect on others economic activities, including services and transport. A 1% increase in Agriculture GDP growth would lead to 1.2 percent increase in total employment (compared to just 0.35 percent for the industrial sector). Improving the country's economic outlook depends on the agro-food sector.
- Lack of regulatory frameworks and support structures to govern agriculture activities, protect its work force and address concerns collectively.
- Decent work deficits at the farm level including instances of child labour, insufficient occupational safety and health measures and lack of social protection coverage;
- Inadequate work skills and knowledge to support safe working environments and enhanced productivity.

In developing countries, over 90 percent of agricultural workers are informal (ILO, 2018). Particularly difficult is the situation of waged workers in the agricultural sector, who represent nearly half of the total agricultural labour force, but remain largely invisible to policy and decision-makers. They are already among the poorest workers and often employed on a seasonal, casual or temporary basis. This makes them even more vulnerable to the economic shocks brought on by the COVID-19 pandemic.

- The COVID-19 pandemic is expected to have significant impacts in terms of unemployment and underemployment, especially on informal workers. International Labour Organization (ILO) estimates an increase of 5.3 million ("low" scenario) and 24.7 million ("high" scenario) in unemployment from a base level of 188 million in 2019 because of the current crisis (ILO, 2020). The lockdowns at country and sub-national levels, as well as the restrictions on the movement of people have led to the closure of non-essential businesses with negative outcomes on labour markets worldwide, particularly in the informal sector.
- The reduction in wage employment opportunities risks limiting the ability of small-scale producers to diversify their incomes. Seasonality is a factor influencing the demand for labour in the agricultural sector. Since planting and harvesting periods are more labour intensive, should the lockdowns and restrictions overlap with the periods, a huge opportunity to complement household income for the poorest farmers through wage work in agriculture would be lost. Beyond agriculture, restrictions of movement in severely affected cities will impede rural people from moving to urban centers to seek for alternative job opportunities. They will negatively affect farmers' livelihoods by limiting their ability to work for a wage, hire temporary workers, and buy/sell inputs/outputs, leading to a greater risk of food insecurity.
- Many informal workers in the agriculture and rural sectors may expose themselves and their families to additional risks and vulnerability. Without alternative livelihood strategies in sight, informal workers may continue to work without taking adequate preventive measures or appropriate protection, thus exposing themselves and their families to health and safety risks.

- Seasonal, IDPS, refugees and migrant workers in agricultural sectors are also affected by the lockdown, and the undocumented workers face worsened working conditions and more difficulty in mitigating health and safety risks. Those in the rural areas with limited access to relevant information and medical treatment will face catastrophic consequences for their life and livelihoods. Further, when experiencing income losses, they may resort to negative coping strategies, such as distress sale of assets, predatory loans from informal moneylenders or child labour. As schools are closed, some children may be asked to support their families in farm-related work, both on the family farm or as wagedworkers, which could expose them to hazardous or age-inappropriate tasks. Children already engaged in child labour are likely to face worsened hardship and shoulder even more responsibility to meet the food security needs of the family (FAO,2020).
- Rural women will be hit harder by the social and economic impacts of the crisis. They make up 41 percent of the world's agricultural labour force. In many countries in Southeast Asia and sub-Saharan Africa, more than 60 percent of women work in the agricultural sector (ILO, 2019). In lower income countries, women's rates of informal employment are higher than men's, so they are more at risk of income losses in the current situation. Furthermore, since women shoulder the main responsibility for caregiving in their households and rural communities, they are more likely to be burdened with additional household tasks that increase when more people stay at home during a quarantine. This can cause further marginalization of women in rural labour markets, particularly when they have to compete with men for scarce lucrative jobs. Additionally, existing trends point to less access to sexual and reproductive health and a rise in domestic violence during the crisis (UN WOMEN, 2020).

The COVID-19 pandemic has negatively affected employers and workers globally. Iraq has been similarly affected, with severe impacts on economic growth arising from the COVID-19 pandemic. In order to support the recovery process, it is important that labour rights are protected, workers' have recourse to effective labour dispute resolution systems.

Iraq agriculture sector should remain an important engine of economic growth and employment creation, with a key role to play in the country's economic development. However, low productivity levels are frequently cited as one of the key issues that this sector must address in order to achieve higher levels of competitiveness. There are many factors that underpin this problem, many of which are linked to workforce issues, such as high levels of labour turnover, low skills levels, low levels of worker-management dialogue and a lack of workplace dispute resolution mechanisms.

Additionally, every year, millions of women and men leave their homes in search of better livelihood opportunities. Many of those who leave their homes to seek better livelihood opportunities are prey to coercive recruitment practices – these typically include the charging of high recruitment fees to workers, putting them at risk of debt bondage. The debts they incur to pay these fees often trap them in situations of trafficking and forced labour, enduring sometimes highly abusive living and working conditions just to ensure they earn enough to repay their debt and send money home.

In response to these challenges, the International Labour Organization launched a global initiative to protect the rights of workers from abusive and fraudulent recruitment and placement processes. The Fair Recruitment Initiative (FRI) was launched in 2014 as part of the ILO Director General's call for a Fair Migration Agenda. Its centrepiece is the General Principles and Operational Guidelines for Fair Recruitment (GPOG), adopted in 2016, complemented by the Definition of Recruitment Fees and Related Costs, adopted in 2018 to be read jointly. Both documents were negotiated by a tripartite

group of experts and adopted by the ILO's Governing Body. They constitute the most up-to date, internationally agreed guidance in the area of recruitment.

Continued from Phase I, the 2021-2025 FRI Strategy is grounded in relevant international labour standards (ILS), global guidance on fair recruitment, and social dialogue between governance institutions and actors of the labour market. The FRI has combined global policy dialogue, knowledge and data generation with on-the-ground interventions where tools are tested, implemented, and expertise created.

II. OBJECTIVE AND SCOPE OF WORK

The ILO, through this assignment, is seeking a consulting firm/NGO to develop the following:

- A dispute and resolution mechanisms for agriculture workers and employers in the agriculture sector and piloted on at least four farms;
- Workers management committees are operational on at least four farms to support implementation of the compliance model; and Occupational safety and health provisions and decent accommodation, including the supply of equipment and suitable housing arrangements, are made available and piloted on at least four farms.
- In coordination with ILO experts, a code of conduct for fair recruitment in agriculture to safeguard against fraudulent and abusive recruitment practices, including the charging of recruitment fees and related costs to workers, and debt bondage on at least four farms;

III. TASKS

The service provider will therefore be required to undertake the following specific tasks in respect of the three scope of areas mentioned above:

Output 1. A dispute and resolution mechanisms

- Document the existing processes and mechanisms for labour dispute resolution:
 - i) What are the main disputes?
 - ii) What mechanisms exist to resolve these disputes?
 - iii) What support do these mechanisms require to function more effectively?
 - iv) What procedures and timeframes are followed to resolve these disputes?
 - v) What support could be provided to enhance these procedures?
- Document existing labour dispute resolution capacity:
 - i) What dispute resolution capacity exists in the country?
 - ii) Is this capacity sufficient?
 - iii) What support is required to enhance this capacity further?
- Identify gaps and challenges:
 - i) What are the key dispute resolution gaps and challenges?
- Propose and develop actions to build more resilient labour dispute resolution systems in four farms:
 - i) What are the key actions to enhance labour dispute resolution processes, procedures, mechanisms and capacity in the country?
 - ii) How should these actions be prioritised?

- Build the capacity of 10 social partners on dispute resolution.
- Pilot and monitor dispute resolution on four farms in Basra and Dohouk.

Output 2. Workers Management Committees and Occupation Safety and Health

- Conduct awareness training for workers and employers in the agri-business (agriculture) sector based on effective Workers Management Committee. The service provider will be responsible for conducting 20 training sessions (50 participants per session) to reach a total of no less than 1,000 workers (including at least 150 females), and employers in the agriculture sector. Training objectives are: to raise workers awareness on international labour standards, OSH, and to improve the dialogue between workers, worker representatives and factories management.
- Each training session will be conducted in two days and cover the following topics (topics are subject of discussions as long as it falls under the principle of forming a Workers Management Committee):
 - Trade union principles and management
 - Occupational safety and health
 - Business soft skills
 - Mechanisms to improve the dialogue between workers and management at the factory level
- 5 workers management committees are operationalized in four farms.
- Provide 2,000 agriculture workers and farmers with basic/simple agriculture safety equipment.

Output 3. A code of conduct for Fair Recruitment

- In coordination with ILO expert, conduct situational analysis; to collect data on recruitment practices, policies and legislative framework and analyze the data; to identify barriers and challenges that prohibit agricultural workers' access to fair recruitment.
- Conduct interview-based outreach to key private sector and civil society stakeholders consisting of government ministries, formal and informal recruiters.
- Draft situational analysis report.
- Present and solicit feedback on the draft situational report from relevant stakeholders.
- Revise the draft by incorporating inputs, feedback and additional information and data collected.
- Identify practical solutions to address these issues, recommendations and guidelines on fair recruitment practices, indicating roles and responsibilities.
- Present final situational report including an action plan with practical solutions.
- Develop of code of conduct for fair recruitment in agriculture on four farms.
- In coordination with ILO expert, conduct one day sensitization/ orientation program with 75 participants in each of four batches to reach the targeted numbers of 300 farmers, agriculture workers and recruiters on the code of conduct, principal and ILO's Fair Recruitment Guideline etc.
- Submit a report of the training with suggestions for further improvement and future initiatives for advocacy to make changes in the policy/practice.
- Coordinate the signage of 10 labour recruiters of the code of the conduct.

IV. METHODOLOGY

Data collection should be based on information gathered from:

- Existing literature and data sources, including media articles, reports, documents, and other written sources (desk research).
- Interviews with key informants (employers representatives, labour department officials, experts, NGOs, etc.).

V. DELIVERABLES, SCHEDULE OF PAYMENT AND PAYMENT TERMS

The service provider is expected to deliver the specific deliverables as set out in the below table, at the approval and satisfaction of the Chief Technical Advisor of the project:

Deliverable	Disbursement in USD
Submission of an inception report which outlines: <ul style="list-style-type: none">- proposed workplan with clear outputs and activities;- data collection methodology and instruments;- Stakeholder Analysis.	25%
Output 1. A dispute and resolution mechanisms <ul style="list-style-type: none">- Submission of report on the dispute and resolution mechanisms piloted on four farms and the capacity building for 10 social partners.	25%
Output 2. Workers management committees and Occupation Safety and Health <ul style="list-style-type: none">- Submission of report on the training to 1,000 agriculture workers (including at least 150 females) and employers on principle of Worker Management Committee.- Submission of report on the 5 workers management committees operationalized in four farms.- Provision of basic/simple agriculture safety equipment to 2,000 agriculture workers and farmers	25%
Output 3. A code of conduct for Fair Recruitment <ul style="list-style-type: none">- Submission of final situational report including an action plan with practical solutions, recommendations and guidelines on fair recruitment practices, indicating roles and responsibilities.- Submission of a developed code of conduct for fair recruitment in agriculture on four farms.- Submission of report on the two days sensitization/ orientation for 300 farmers, agriculture workers and recruiters on the code of conduct with suggestions for further improvement and future initiatives for advocacy to make changes in the policy/practice. <p>As annex to the report: the signage of 10 labour recruiters of the code of conduct.</p>	25%

VI. DURATION OF THE ASSIGNMENT

The duration of the contract will be from November 2021 to June 2022.

VII. QUALIFICATION

- Relevant technical expertise in law, social sciences.
- Understanding of the agriculture context and issues in Iraq.

- Understanding of Iraqi policies.
- Fluent written and spoken Arabic and English and excellent report writing skills.
- At least 10 years' demonstrated experience in analysis and strategic planning.
- A detailed understanding of labour dispute resolution and mechanisms.
- Proven facilitation skills in undertaking similar assignments; including but not limited to fostering dialogue and encouraging participation, public speaking and presentation, negotiation and conflict resolution etc.
- Experience in drafting/preparing assessment reports and strategic plans.
- Well experienced preparing hands-on training programs to different target populations, specifically to representatives amongst employers and workers.
- Experience working with the ILO or other UN agency, donor agency or international NGOs, is considered an asset.
- The bidders must have valid bank account in the name of the organization.

Confidentiality and Intellectual Property Rights

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

VIII. LOCATION ARRANGEMENTS

This service provision will be cared out in Basra in the Federal of Iraq and in Dohouk in the Kurdistan Region of Iraq.

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

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