



REQUEST FOR PROPOSAL (RFP)

DATE: 22 February 2018

REFERENCE: IRQ-RFP 073/18

Provision of professional services to conduct solid waste management/value chain assessment in the Kurdistan Region of Iraq (KRI).

Dear Sir / Madam:

We kindly request you to submit your Proposal for the Provision of professional services to conduct solid waste management/value chain assessment in the Kurdistan Region of Iraq (KRI)

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

Proposals may be submitted on or before the deadline indicated by UNDP in the e-Tendering system. Bids must be submitted in the online e-Tendering system in the following link:

<https://etendering.partneragencies.org>; using your username and password. If you have not registered in the system before, you can register now by logging in using

Username: event.guest

Password: why2change

and follow the registration steps as specified in the system user guide.

Your Proposal must be expressed in the English, and valid for a minimum period of 120 days.

You are kindly requested to indicate whether your company intends to submit a Proposal by clicking on "Accept Invitation" in the system.

In the course of preparing and submitting your Proposal, it shall remain your responsibility to ensure that it submitted into the system by the deadline. The system will automatically block and not accept any bid after the deadline. Kindly ensure attaching the required supporting documents (with file name less than 60 characters) in pdf format which must be free from any virus or corrupted files. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

Handwritten signature

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Financial Proposal and the Technical Proposal files **MUST BE COMPLETELY SEPARATE** and uploaded separately in the system and clearly named as either **"TECHNICAL PROPOSAL"** or **"FINANCIAL PROPOSAL"**, as appropriate. Each document shall include the Proposer's name and address. *The file with the "FINANCIAL PROPOSAL" must be encrypted with a password so that it cannot be opened nor viewed until the Proposal has been found to pass the technical evaluation stage. Once a Proposal has been found to be responsive by passing the technical evaluation stage, UNDP shall request via email the Proposer to submit the password to open the Financial Proposal. The Proposer shall assume the responsibility for not encrypting the financial proposal.*

PLEASE DO NOT PUT THE PRICE OF YOUR PROPOSAL IN THE 'LINE ITEMS' IN THE SYSTEM. INSTEAD PUT 1 AND UPLOAD THE FINANCIAL PROPOSAL AS INSTRUCTED ABOVE.

The Proposal that complies with all of the requirements meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. **In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:**

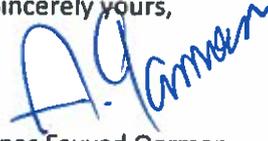
<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

UNDP encourages every prospective Service Provider to prevent and avoid conflicts of interest, by disclosing to UNDP if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

UNDP implements a zero tolerance on fraud and other proscribed practices, and is committed to preventing, identifying and addressing all such acts and practices against UNDP, as well as third parties involved in UNDP activities. UNDP expects its Service Providers to adhere to the UN Supplier Code of Conduct found in this link:
http://www.un.org/depts/ptd/pdf/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



Anas Fayyad Qarman
Operations Manager, Service Center
UNDP IRAQ



Description of Requirements

Context of the Requirement	Provision of professional services to conduct solid waste management/value chain assessment in the Kurdistan Region of Iraq (KRI)
Implementing Partner of UNDP	UNDP Iraq
Brief Description of the Required Services	<p><i>The aim of the study is to examine the existing solid waste management cycle and potential related value chains in the KRI and identify entry points to create additional livelihoods and self-employment opportunities through the processing of waste (e.g. recycling, reusing, and marketing and sales of recycled or raw materials to be recycled, to potential markets inside or outside of Iraq), as well as find economically and environmentally sound solutions to the KRI's waste crisis.</i></p> <ol style="list-style-type: none"> 1. The primary objective is to assess the current solid waste management (SWM) cycle and value chain systems, various stakeholders, and potential private sector actors. 2. Identify opportunities and constraints for SWM related products and processing opportunities that have a high potential for employment creation. 3. Provide recommendations on specific entry points for civil society organizations, the private sector and public authorities to support livelihoods initiatives in the solid waste value chain in the urban, peri-urban and rural areas of all three governorates in the KRI (including camps/off-camp settlement areas).

List and Description of Expected Outputs to be Delivered	<ul style="list-style-type: none"> • Solid waste value chain analysis, including value chain maps, assessment of waste types and volumes, economic analysis of solid waste value chains, and market research as explained in research methodology and approach, focusing on Erbil, Duhok, and Sulaimaniya in the KRI; • Identification of institutional and legal framework which may constitute opportunities or threats to the value chain. • Identification of critical gaps and priority entry points for UNDP support; • Identification of main livelihoods/employment opportunities (direct and indirect) as well as market linkages within the SWM value chain for IDPs, refugees and host communities; • Potential action plan and timelines on prioritized onsite and off-site interventions • Present the results in a workshop to be organized (by UNDP) at the end of the assignment.
Person to Supervise the Work/Performance of the Service Provider	ICRRP Livelihoods Component lead
Frequency of Reporting	Please refer to the attached Terms of Reference.
Progress Reporting Requirements	Please refer to the attached Terms of Reference.
Location of work	Kurdistan Region of Iraq
Expected duration of work	50 working days from Contract Signature
Target start date	Upon contract signature by UNDP and the awarded Offeror.
Latest completion date	Shall not exceed 50 working days from Contract Signature
Travels Expected	Please refer to the attached Terms of Reference.
Special Security Requirements	Not Applicable
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	Not Applicable

Implementation Schedule indicating breakdown and timing of activities/sub activities	<input checked="" type="checkbox"/> Required The Bidding Firm is requested to provide a preliminary proposed project work plan, covering all the activities described in the TOR (a GANTT chart showing detailed list of tasks, duration and schedule per task and allotted resources per task shall be included in the bid). It shall also include the resources as well as other dependencies, which affect the project duration. Upon contract award, UNDP shall be provided with a revised project work plan, if necessary. Once agreed upon, the new plan shall be adopted and shall form the basis for project supervision and monitoring.		
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required The proposal shall include the proposed team composition and structure with recent CVs. The requested team should have diversified skills including as required in the Detailed Technical Evaluation Table .		
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars		
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> Must be inclusive of VAT (<u>if applicable</u>) and other applicable indirect taxes		
Validity Period of Proposals (<i>Counting for</i>	<input checked="" type="checkbox"/> 120 days		
<i>the last day of submission of quotes)</i>	In exceptional circumstances, UNDP may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.		
Partial Quotes	<input checked="" type="checkbox"/> Not permitted		
Payment Terms	Outputs	Percentage	Timing
	Upon submission of first interim report and accepted by UNDP	40%	Within 20 working days from contract signature
	Upon submission of second interim report and accepted by UNDP	30 %	Within 40 days from contract signature
	Upon submission of the final draft report and accepted by UNDP	30 %	Within 50 working days from contract signature

Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	ICRRP Livelihoods Component lead and Programme Manager
Type of Contract to be Signed	<input checked="" type="checkbox"/> Contract for Professional Services
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.

<p>Criteria for the Assessment of Proposal</p>	<p>Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p><u>Minimum Eligibility Criterion:</u></p> <ul style="list-style-type: none"> a) Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured)- describing the nature of business, field of expertise, licenses, certifications, accreditations. b) The firm will have all legal papers e.g. valid trade license, latest audit report, TIN and other updated documents to run a business in a legal way. c) Latest Audited Financial Statement- income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. d) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List. e) Professional capacity: Minimum of 3 years of institutional experience in SWM and market linkages f) Technical capacity: Previous experience on implementation of the similar projects in Iraq or the Middle East is an advantage g) Project Manager: At least 3 years of institutional experience in SWM and market linkages with specific emphasis on local climate governance, adaptation in Iraq. h) Support Team: Minimum 2 people, one experienced in conducting assessments, another is experienced in solid waste. Both minimum 3 years of experience. Fluent in English. Preferably Kurdish too. <p>Note: All Proposers must submit necessary documentations to substantiate above qualifications/criteria. Proposals that will not meet above qualifications/criteria shall not be considered for the next step of the procurement process".</p> <p><u>Technical Proposal (70%)</u></p> <table border="1" data-bbox="415 1360 1458 1856"> <tr> <td colspan="2">Please refer to below detailed Technical Evaluation Table below:</td> <td>Score Weight</td> <td>Points Obtainable</td> </tr> <tr> <td colspan="4">Summary of Technical Proposal Evaluation Forms</td> </tr> <tr> <td>1</td> <td>Expertise of Firm / Organization</td> <td>10</td> <td>70</td> </tr> <tr> <td>2</td> <td>Proposed Work Plan and Approach (Firm/Organization)</td> <td>45</td> <td>315</td> </tr> <tr> <td>3</td> <td>Personnel (Firm/Organization)</td> <td>45</td> <td>315</td> </tr> <tr> <td></td> <td style="text-align: center;">Total</td> <td>100%</td> <td>700</td> </tr> <tr> <td colspan="4">Part-1 - Expertise of Firm/Organization (70 points)</td> </tr> <tr> <td>1.1</td> <td>Minimum of 3 years of institutional experience in SWM and market linkages</td> <td>30%</td> <td>21</td> </tr> <tr> <td>1.2</td> <td>General Organization Capabilities which is likely to affect implementation structure</td> <td>20%</td> <td>14</td> </tr> </table>	Please refer to below detailed Technical Evaluation Table below:		Score Weight	Points Obtainable	Summary of Technical Proposal Evaluation Forms				1	Expertise of Firm / Organization	10	70	2	Proposed Work Plan and Approach (Firm/Organization)	45	315	3	Personnel (Firm/Organization)	45	315		Total	100%	700	Part-1 - Expertise of Firm/Organization (70 points)				1.1	Minimum of 3 years of institutional experience in SWM and market linkages	30%	21	1.2	General Organization Capabilities which is likely to affect implementation structure	20%	14
Please refer to below detailed Technical Evaluation Table below:		Score Weight	Points Obtainable																																		
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1.3	Previous experience on implementation of the similar projects in Iraq or the Middle East	50%	35
Total Part 1		100%	70
Part II - Proposed Work Plan and Approach of a Firm/Organization (315 points)			
2.1	Responsiveness to the TOR and meeting the requirements for all components mentioned in the TOR	40%	126
2.2	Implementation plan and timeline reflects totality of required deliverables	10%	31
2.3	Proposed methodology is relevant to the tackled subject and takes into account the requirements of the TOR	50%	158
Total Part 2		100%	315
Part - III Personnel of a Firm/Organization (315 points)			
3.1	<p>Project Manager</p> <ul style="list-style-type: none"> -Experience in similar regional or development contexts -Minimum 3 years' experience in managing similar projects and activities -Master's degree in environmental or ecological engineering or related fields 	30%	95
3.2	<p>Key Personnel/Support Team: Minimum 2 people, one experienced in conducting assessments, another is experienced in solid waste.</p> <p>1. Solid Waste Management:</p> <ul style="list-style-type: none"> -Master's Degree in environmental or ecological engineering or discipline relating to waste management - Minimum 3 years' experience in managing similar projects and activities <p>-Specialized expertise in strategic planning of environmental and livelihoods initiatives</p> <ul style="list-style-type: none"> - Ability to speak local languages, knowledgeable of the local economic and political context, and able to identify and connect with relevant stakeholders - Ability to produce clear, well-written reports for a diverse audience of development entities, government authorities, private sector actors, etc., presenting the required information in English <p>2. Assessment:</p> <ul style="list-style-type: none"> - Minimum Bachelor's degree - Minimum 3 years' experience in conducting different assessments and projects 	35%	110

	- Ability to speak local languages, knowledgeable of the local economic and political context, and able to identify and connect with relevant stakeholders - Ability to produce clear, well-written reports for a diverse audience of development entities, government authorities, private sector actors, etc., presenting the required information in English		
3.3	Knowledge of Region: Experience/ability to operate and respond at the desired location and access to key stakeholders in the desired locations	30%	95
3.4	Language Qualification (English and Kurdish)	5%	15
Total Part - III		100%	315
	Grand Total:		700
Financial Proposal (30%)			
<p>In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contract will be awarded to the bidder offering the 'best value for money'. The contract will be awarded to the Contractor based on the cumulative method. The formula for the rating of the Proposals will be as follows:</p>			
<p>Rating the Technical Proposal (TP): $TP\ Rating = (Total\ Score\ Obtained\ by\ the\ Offer / Max.\ Obtainable\ Score\ for\ TP) \times 100$ Rating the Financial Proposal (FP): $FP\ Rating = (Lowest\ Priced\ Offer / Price\ of\ the\ Offer\ Being\ Reviewed) \times 100$ Total Combined Score: $(TP\ Rating) \times (Weight\ of\ TP,\ e.g.\ 70\%) + (FP\ Rating) \times (Weight\ of\ FP,\ e.g.,\ 30\%)$ =Total Combined and Final Rating of the Proposal</p>			
The proposal obtaining the overall highest score after adding the score of the technical proposal and the financial proposal is the proposal that offers best value for money			
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider		
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ¹ <input checked="" type="checkbox"/> Detailed Terms of Reference (Annex 4)		

¹ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

<p>Contact Person for Inquiries (Written inquiries only)²</p>	<p>Ratan Khisha Email: ratan.khisha@undp.org</p> <p>Prospective bidders are requested submit all clarification request to the above e-mail request 5 days before the closure date. Any delay in UNDP’s response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
<p>Other Information: No. of copies of Proposal that must be submitted.</p>	<p>One copy only</p>

² This contact person and address is officially designated by UNDP. If inquiries are sent to other person/s or address/es, even if they are UNDP staff, UNDP shall have no obligation to respond nor can UNDP confirm that the query was received.

Annex 2

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL³

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁴)

[insert: Location].

[insert: Date]

To: **UNDP Iraq, Procurement Unit, Service Center**

Dear Sir/Madam:

We, the undersigned, hereby offer to render the services for the **RFP 073/18- Provision of professional services to conduct solid waste management/value chain assessment in the Kurdistan Region of Iraq IKRI**) to UNDP in conformity with the requirements defined in the RFP dated _____, and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

A. Qualifications of the Service Provider

The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:

- i) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;
- j) Business Licenses – Registration Papers, Tax Payment Certification, etc.
- k) Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc.;
- l) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;
- m) Certificates and Accreditation – including Quality Certificates, Patent Registrations, etc.
- n) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.
- o) Professional capacity: Minimum of 3 years of institutional experience in SWM and market linkages
- p) Technical capacity: Previous experience on implementation of the similar projects in Iraq or the Middle East is an advantage

³ This serves as a guide to the Service Provider in preparing the Proposal.

⁴ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

B. Proposed Methodology for the Completion of Services

The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.

Qualifications of Key Personnel

The Service Provider must provide:

- a) Names and qualifications of the key personnel that will perform the services indicating who is Project Manager, who are supporting, etc.;
- b) CVs demonstrating required qualifications must be submitted if required by the RFP and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.
- d) If any of the key personnel in proposed team is a regular employee of any organization, s/he have to attach consent letter from the person's employer in favor of her/his engagement/service in this assignment.

Cost Breakdown per Deliverable*

Deliverables	Description	Percentage of Total Price (Weight for payment)	Price USD (Lump Sum, All Inclusive)
1	Upon submission of first interim report and accepted by UNDP	40%	
2	Upon submission of second interim report and accepted by UNDP	30 %	
3	Upon submission of the final draft report and accepted by UNDP	30 %	

**This shall be the basis of the payment tranches*

Cost Breakdown by Cost Component [This is only an Indicative Example. Bidder is expected to submit financial proposal according to proposed proposal]:

Description of Activity	Daily Fees in USD	Total Period of Engagement	No. of Personnel	Total Rate in USD
I. Personnel Services				
Inside Iraq Fees				
Project Manager				
Solid Waste Management Staff				
Assessment Staff				
• Other staff related cost as applicable, i.e. interviewers, data enumerators, data analyst				
Home based fees or Outside Iraq (if Required)				
**				
**				
**				
TOTAL CONSULTANCY FEES IN USD				

*The company could add other staff if required by the proposed proposal.

** Please indicate position as applicable.

Note: Inside Iraq Fees (All Inclusive): **(i.e. of professional daily rate, daily living allowance rate..etc...)**

Outside Iraq Fees (All Inclusive): **(i.e. of professional daily rate, daily living allowance rate..etc...)**

Home based Fees include: **(professional fees only)**.

B.2 Reimbursable Fees:

No.	Description	Unit	**QTY	No. of Personnel to Travel	Unit Price in USD	Total Price in USD
1	Travel Costs (Air if applicable)					
1.1	Erbil	Each				
1.2	Duhok	Each				
1.3	Sulaimaniya	Each				

2	Miscellaneous:					
2.1	Visas	Each				
2.2	Transportation (local)	Lump Sum				
2.3	Stationery and related costs	Lump Sum				
2.4	Equipment and related items	Lump Sum				
2.5	Communication	Lump Sum				
2.6	Other office cost; if any	As required				
Total Reimbursable Costs in USD:						

*Reimbursable costs quoted will be subject to verification by UNDP during the financial evaluation.

** The company should indicate the quantity and number of Personnel required.

***The company should indicate all flights that will take place by the assigned personnel and to indicate from which destination to which destination is travel taking place.

****The company should quote for any other reimbursable costs if required and as applicable.

*[Name and Signature of the Service Provider's
Authorized Person]
[Designation]
[Date]*

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

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

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNDP as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

8.4.3 Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

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

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal

of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

13.1 The recipient (“Recipient”) of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser’s Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser’s prior written consent; and,

13.2.2 the Recipient’s employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such

interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

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

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and

Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNDP Authorized Official.

Terms of Reference

Solid Waste Management Value Chain Assessment

1.1 Introduction and Background

Development in the Kurdistan Region of Iraq (KRI) began to increase in the last two decades. The Region has seen vast infrastructure expansion of roads, bridges, telecommunications and public utility services. At the same time, rural to urban migration has resulted in large population centers with vastly different consumption demands than before.

Prior to the recent boom, infrastructure and economic development in the KRI has been hampered. As such, waste management practices – regulation, collection, and disposal – are also undeveloped. Often unregulated, personal, industrial, chemical, and hospital waste is collected by private entities and disposed in undesignated spaces close to population centers, and without accounting for public safety.⁵

The KRI lacks modern and efficient infrastructure for collection and disposal.⁶ It is common to see heaps of garbage both in urban and rural areas set on fire or polluting water sources. Ultimately, these risky practices are a result of insufficient services and regulation, as well as an uninformed citizenry.

These shortfalls in services represent an opportunity for improvement, investment and economic growth. Reducing landfill waste is an environmental and public health necessity, but also an opportunity to provide jobs in reprocessing some of the materials for industrial use.

Since the economic downturn and large-scale displacement in Iraq, competition for employment in the struggling KRI economy has been a major challenge for IDPs and Syrian refugees. Sustainable employment in sustainable industries is needed for growth and stability of the local economy.

The solid waste management sector is one that will operate and provide income opportunities regardless of the economic situation. An assessment that identifies market linkages, as well as market gaps, is needed for improvement of the system of waste collection and disposal, and to provide opportunities for the recovery of the local economy at the same time.

1.1.1 Rationale

Currently, solid waste collection and disposal is a strain on the environment and human health, as well as the economy. While the KRI has seen rapid economic growth over the past decade, it has stagnated, or even declined in some sectors since the instability caused by the emergence of IS in 2014 and fall in oil

⁵ Ainajjar, Ashraf. Solid Waste Management in Iraq. 13 October 2016. <http://www.ecomena.org/swm-iraq/>

⁶ Ainajjar, Ashraf. Solid Waste Management in Iraq. 13 October 2016. <http://www.ecomena.org/swm-iraq/>

prices. As part of the effort to boost economic growth taking advantage of existing resources, an assessment is needed to evaluate the industrial potential of solid waste management in the KRI.

There is a need to map out the value chains and potential for increased efficiency in this sector. Beyond the regulated establishment of safe landfills, collection of waste, and safe disposal of different kinds of waste (industrial, hospital, etc.), information is needed on the potential for employment and private sector opportunities to recycle and reuse the waste. Stability in this industry could provide short term or long-term livelihoods for displaced and host communities.

1.2 Objective of the Study

The aim of the study is to examine the existing solid waste management cycle and potential related value chains in the KRI and identify entry points to create additional livelihoods and self-employment opportunities through the processing of waste (e.g. recycling, reusing, and marketing and sales of recycled or raw materials to be recycled, to potential markets inside or outside of Iraq), as well as find economically and environmentally sound solutions to the KRI's waste crisis.

- a. The primary objective is to assess the current solid waste management (SWM) cycle and value chain systems, various stakeholders, and potential private sector actors.
- b. Identify opportunities and constraints for SWM related products and processing opportunities that have a high potential for employment creation.
- c. Provide recommendations on specific entry points for civil society organizations, the private sector and public authorities to support livelihoods initiatives in the solid waste value chain in the urban, peri-urban and rural areas of all three governorates in the KRI (including camps/off-camp settlement areas).

1.3 Research Methodology and Approach

In order to analyze the solid waste cycle and value chains in the KRI and identify entry points for employment creation, the following five basic tasks/steps should be carried out:

- 1) **Solid waste value chain mapping:** to identify existing business operations and functions around solid waste; chain operators and their linkages, as well as the chain supporters within the value chain.

Solid waste cycle and value chain maps need to be developed as the core of analysis taking various areas as examples within KRI such as IDP camps, refugee camps, off-camp areas, host-community areas, rural versus urban areas – each to be analyzed separately according to their specificities.

Key steps:

- a) Visualize (map) the below three elements, presenting the micro and macro level of the cycle and value chain:
 - The sequence of production to marketing functions related to solid waste currently performed;

- The solid waste value chain key actors implementing these functions; and
- The vertical business links between operators.
- Market conditions (legal, prices, social...)

2) **Broad assessment quantifying and describing solid waste volumes.** It will be important to attach numbers to the basic chain map-e.g. numbers of actors, identify the volume of waste produced and the market shares of particular segments in the solid waste chain in order to make the map for decision making and planning.

Such an assessment will be important to help identify specific opportunities for employment creation for specific groups, such as women and youth within areas of selection, recycling, reusing and composting waste.

The political, institutional and legal framework conditions around solid waste enabling or hindering chain development, at governorate and municipalities level, should be addressed in this part of the analysis.

Key steps:

- a) To complement the value chain map with quantitative information and analysis in various areas within KRI such as IDP camps, refugee camps, off-camp areas, host-community areas, rural versus urban areas – each to be analyzed separately according to their specificities. The following should be included:
 - Number of existing and potential operators (differentiating size of enterprises) in collecting, dumping, recycling and marketing of waste materials;
 - Market share and number of potential employees for each category of operators
 - A map of pricing at each level for different products;
 - Shares of product flow of the different sub-chains/distribution channels of solid waste;
- Zoom in on the basic value chain map to generate thematic chain maps on recycling; reuse and composting.
- Special value chain studies on the stakeholder groups specific for the IDP's, refugees and host communities (including informal waste pickers) as well as women and youth.

3) **Economic analysis of solid waste value chains** to assess value chain performance in terms of economic efficiency. This includes determining the value added along the stages of the value chain, the cost of production and, to the extent possible, the income of operators. In addition to that, this part of the analysis should look into

the transaction costs, such as the cost of doing business related to solid waste, collecting information and enforcing contracts. The economic performance of a value chain should be benchmarked-i.e. the value of important parameters to be those of competing chains in other countries in the region.

- 4) **Market research on solid waste related goods and services:** This part of the assessment should look into the growth potential on goods and services around solid waste, identify market opportunities, and formulate an action plan on how to market and sell solid waste from KRI to either abroad or inside the country. This section should also identify potential buyers from abroad (including contact details) and the specific requirements for those market linkages to take place.

Key steps:

- a) Demand analysis of solid waste value chain in the KRI:
 - Demand of final consumers of waste products
 - Demand of industrial customers and exporters
- b) Demand trend analysis:
 - Recent trend demand over time (in terms of value, volume, variety)
- c) Growth potential:
 - Positive/potential growth trend of solid waste value chain and unmet market demand;
 - Scope for expanding productions and value-addition through processing or product improvement of solid waste;
 - Competitive advantage of the solid waste value chain (unique product/local specialty, low cost of production);
 - Share of poor people, women and youth that can be employed in the solid waste value chain;
 - Low entry barriers for small-scale and poor entrepreneurs (low start-up cost, not requiring major capital investment, using low-tech skills);
 - Significance for the rural economy.
- d) The conditions of market access:
 - Existing distribution channels (e.g. industry, export or end-consumer markets);
 - Power of market participants (e.g. monopolies);
 - Infrastructure of roads and market places (e.g. storage facilities);
 - Product standards (e.g. laws/regulations on product safety);
 - Tax and tariff regimes (e.g. customs tariffs on inputs);
 - Service offers facilitating market access (e.g. financial and information services).
- e) Profiles of products from solid waste-e.g. recycled/reused products:
 - Availability in the market (domestic and/or imported);
 - Processed by the local industry for the domestic and/or export market;

- Possible new products having a market potential in the KRI.
- f) Market access requirement:
 - Types of products around solid waste in demand;
 - Market size and trends (e.g. volumes traded, consumption of different consumer groups);
 - Product prices (e.g. maximum and minimum prices, price trends, fluctuations, price range);
 - Requirements of buyers in terms of quality, price, volume and reliability.
 - List of potential buyers in the region and around the world as well as the type of products they would be interested in
- g) The competitors and performance:
 - Competing producers and value chains (e.g. imports, supplies from other regions);
 - Performance of competing market participants (e.g. quality, price)
 - Competitive advantages of competitors (e.g. market distance)
 - Competing products (e.g. products currently used);
- h) SWOT analysis on the solid waste market regime in the KRI, including, amongst others, and provide:
 - Processing capacities and technology;
 - Physical infrastructure;
 - Logistics/transport/recycling and compositing facilities in processing and trade;
 - Technical barriers to process solid waste products;
 - Marketing services;
 - Policy and regulatory impediments, administrative requirements.

5) **Entry points of intervention** to facilitate upgrading of solid waste value chain targeting IDP's, refugees and host communities in particular, based on the information of the value chain analysis. In particular, on recycling it is crucial to understand how to enhance the level of recycling and resource recovery based on local market demand for recyclables, the factors affecting local market demand, and the availability of competitive materials (including imported recyclables from industrialized countries); how to enable key agencies to better understand how to upgrade the status, income, productivity, and working conditions of waste pickers and others involved in recycling on the picker-to-buyer-to-end-user network and the factors affecting pricing and profits in recycling; and how to enable key agencies to develop policies, institutional changes, and financial incentives which would support improved and increased recovery of recyclables, and improved and increased market demand for recyclables.

Key steps and questions:

- a) Analyze opportunities and constraints to solid waste chain upgrading;
- b) Identify actors implementing the solid waste value chain upgrading strategy;
- c) Formulate potential matrix on prioritized interventions, using market for poor approach.

In order to conduct the above tasks, the scope of work will include:

- A review of available literature;
- Interviews with key players of governmental, non-governmental, and private entities:
 - Governmental:** Municipalities of differing sizes, Ministries of Trade and Industry, Planning, Agriculture and Water Resources, Municipalities and Tourism, Health and Finance and the Economy, governorate offices
 - Non-governmental entities:** NGOs and UN Agencies, especially those with a mandate or current or past projects dealing with sanitation and solid waste management, composting, recycling initiatives, etc.
 - Private sector actors and other stakeholders:** Companies working in waste collection and disposal, with an interest in working in this sector, green industries, etc.
- Locating major markets of waste related products, including industries involved with but not limited to: fertilizer for agriculture products, paper production (waste paper), glass manufacture (glass cullet), plastic product production (waste plastic), steel making (scrap ferrous metals), aluminum product production (used cans), and glue manufacture (bones); interviews with Industries, local middle men (Agents) and waste Importers as well as waste pickers.
- Field visits on sites with high potential of waste production, including urban areas and their surroundings, formal and informal dumpsites, long-term displacement camps in urban and rural areas, formal and informal recycling operations and work-sites where waste is collected, sorted and dumped.

1.4 Duration

The study, including desk and field research, should be conducted within 50 working days from contract signature.

1.5 Key Deliverables

- Solid waste value chain analysis, including value chain maps, assessment of waste types and volumes, economic analysis of solid waste value chains, and market research as explained in research methodology and approach, focusing on Erbil, Duhok, and Sulaimaniya in the KRI

- Identification of main livelihoods/employment opportunities (direct and indirect) as well as market linkages within the SWM value chain for IDPs, refugees and host communities
- Baseline for current Solid Waste Management systems in each of the three governorates in the KRI
- Identification of institutional and legal framework which may constitute opportunities or threats to the value chain
- Identification of critical gaps and priority entry points for UNDP support
- Develop and recommend a community-based, waste management system which can be adopted by small towns, municipalities, and other small-scale stakeholders
- Develop the enabling tools for policy development, from which a model can evolve to guide replication of SWM in other settings
- Potential action plan and timelines on prioritized onsite and off-site interventions
- Present the results in a workshop to be organized (by UNDP) at the end of the assignment.
- The workshop will have maximum 50 organizations in attendance, for a half-day (no lunch)

Minimum Eligibility and Qualifications of the firm:

The key qualification of the firm and study team are mentioned below. CVs must be tailored to demonstrate competence against these requirements. Failure to demonstrate the competencies of the firm and individual team members against these eligibility criteria will result in proposals being discarded.

- Minimum of 3 years of institutional experience in SWM and market linkages
- Previous experience on implementation of the similar projects in Iraq or the Middle East
- The firm will have all legal papers e.g. valid trade license, latest audit report, TIN and other updated documents to run a business in a legal way.
- Profile (which should not exceed fifteen (15) pages including any printed brochure relevant to the services being procured)- describing the nature of business, field of expertise, licenses, certifications, accreditations.
- Latest Audited Financial Statement- income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc.
- Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.
- **Project Manager:** At least 3 years of institutional experience in SWM and market linkages with specific emphasis on local climate governance, adaptation in Iraq.
- **Support Team:** Minimum 2 people, one experienced in conducting assessments, another is experienced in solid waste. Both minimum 3 years of experience. Fluent in English. Preferably Kurdish too.

If any of the key personnel in proposed team is a regular employee of any organization, s/he have to attach consent letter from the person's employer in favor of her/his engagement/service in this assignment.

1.6 Reporting Requirement

The selected firm is expected to produce the following reports during the study:

1. First Interim report: within 20 working days.
2. Second interim report: within 40 working days.
3. Final Draft Report: within 50 working days.

4. Schedule of Payments

The selected firm shall be paid upon completion of the following milestones.

- i. 40 % after completion, submission and approval of first interim report
- ii. 30 % after completion, submission and approval of second interim report
- iii. 30% after completion, submission and approval of final consultancy report.

5. Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1	Expertise of Firm / Organization	10	70
2	Proposed Work Plan and Approach (Firm/Organization)	45	315
3	Personnel (Firm/Organization)	45	315
Total		100%	700
Part-1 - Expertise of Firm/Organization (70 points)			
1.1	Minimum of 3 years of institutional experience in SWM and market linkages	30%	21
1.2	General Organization Capabilities which is likely to affect implementation structure	20%	14
1.3	Previous experience on implementation of the same projects in Iraq or the Middle East	50%	35
Total Part 1		100%	70
Part II - Proposed Work Plan and Approach of a Firm/Organization (315 points)			
2.1	Responsiveness to the TOR and meeting the requirements for all components mentioned in the TOR	40%	126
2.2	Implementation plan and timeline reflects totality of required deliverables	10%	31
2.3	Proposed methodology is relevant to the tackled subject and takes into account the requirements of the TOR	50%	158

Total Part 2		100%	315
Part - III Personnel of a Firm/Organization (315 points)			
3.1	<p>Project Manager</p> <ul style="list-style-type: none"> -Experience in similar regional or development contexts -Minimum 3 years' experience in managing similar projects and activities -Master's degree in environmental or ecological engineering or related fields 	30%	95
3.2	<p>Key Personnel/Support Team: Minimum 2 people, one experienced in conducting assessments, another is experienced in solid waste.</p> <p>1. Solid Waste Management:</p> <ul style="list-style-type: none"> -Master's Degree in environmental or ecological engineering or discipline relating to waste management - Minimum 3 years' experience in managing similar projects and activities - Ability to speak local languages, knowledgeable of the local economic and political context, and able to identify and connect with relevant stakeholders - Ability to produce clear, well-written reports for a diverse audience of development entities, government authorities, private sector actors, etc., presenting the required information in English <p>2. Assessment :</p> <ul style="list-style-type: none"> - Minimum Bachelor's degree - Minimum 3 years' experience in conducting different assessments and projects - Ability to speak local languages, knowledgeable of the local economic and political context, and able to identify and connect with relevant stakeholders - Ability to produce clear, well-written reports for a diverse audience of development entities, government authorities, private sector actors, etc., presenting the required information in English 	35%	110
3.3	<p>Knowledge of Region:</p> <p>Experience/ability to operate and respond at the desired location and access to key stakeholders in the desired locations</p>	30%	95
3.4	Language Qualification (English and Kurdish)	5%	15
Total Part - III		100%	315
	Grand Total:		700