

SIMPLIFIED NEGOTIATED PROCEDURE
INVITATION LETTER
1/2022

To:	"To whom may concern"
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MOSUL EYE ASSOCIATION

Mosul, on 17/02/2022

Invitation to: Simplified Negotiated Procedure

Tender reference: 1/2022

Subject: Final Evaluation, Urban Greening Project Mosul, Iraq

To the location of: Mosul, Iraq.

Dear Madam/ Sir,

As part of Mosul Eye Association activities in Ninewa Governorate in the frame of its project Funded by CDCS (French Foreign Affairs ministry), the contracting authority, Mosul Eye Association (MEA) intends to award a service contract for the above-mentioned Subject. Therefore, MEA invites your company to participate to a Simplified Negotiated Procedure concerning the Final Evaluation of the project "Urban Greening Project Mosul, Iraq"

- **Duration of the contract:** The duration of the contract will be **20 man-days** (estimation) from the date of the signature. It will be terminated only after the full completion and validation of the required services

If you are interested in participating in this procedure, your answer should include:

- The present invitation letter (signed and stamped).
- An up-to-date CV and 3 references.
- An example of writing production in English and in Arabic.
- A maximum of 15 pages of the proposed methodology and approach for the consultancy, based on the Terms of Reference (Annex 3).
- A financial offer in USD/EUR.
- Signed and stamped ethics clauses and exclusion criteria (Annex 1 and Annex 2).

Tender starts at the date of 17/02/2022

Your offer must be submitted before 5 pm (Iraq time) the 10/03/2022.

Bids will be opened for the examination of the tenders on the 14/03/2022.

Your offer must be submitted through the LinkedIn Platform no later than 10/03/2022.

For further information, it is possible to contact MEA through the following email address: mosuleys07@gmail.com

Please note that MEA will only consider offers received until the **10/03/2022**, before 5 pm, Iraq time.

Submitted offers will be analysed on the **14/03/2022**, based on the evaluation grid in **annex 4**, and consultants will be contacted the following day for answers.

The selection of the winning bidder, will be made based on the following criteria, ranked by decreasing importance:

- Technical Quality, including proposed consultant experiences
- Overall consultancy cost
- Validity of the offer and proposed planning
- Payment terms and means

Best regards,

Omar Mohammed,
MEA President

Acknowledge of Receipt

Received by:

Signature, date and Stamp

Annex 1. ETHICS CLAUSES

Any attempt by a candidate, applicant or tenderer to obtain confidential information, enter into unlawful agreements with competitors whose aim or effect is to impede, restrain or distort competition in a given market, or influence the evaluation committee or the contracting authority during the process of examining, clarifying, evaluating and comparing tenders and applications will lead to the rejection of its candidacy, proposal or tender.

Without the contracting authority's written authorisation, a contractor and its staff or any other company with which the contractor is associated or linked may not, even on an ancillary or subcontracting basis, supply other services, carry out works or supply equipment for the project. This prohibition also applies to any other programmes or projects that could, owing to the nature of the contract, give rise to a conflict of interest on the part of the contractor or grant beneficiary. The contractor must at all time act impartially and as a faithful adviser in accordance with the code of conduct of its profession. It must refrain from making public statements about the project or services without the contracting authority's prior authorisation. It may not commit the contracting authority in any way without its prior written consent.

The contractor and its staff must comply with human rights and undertake not to offend the political, cultural and religious mores of the country(ies) where the action is implemented. In particular and in accordance with the applicable basic act, tenderers and applicants who have been awarded contracts must comply with core labour standards as applicable and as defined in the relevant International Labour Organisation conventions (such as the Conventions on freedom of association and collective bargaining; Elimination of forced and compulsory labour; Abolition of child labour).

The contractor may accept no payment connected with the contract other than that provided for therein. The contractor and its staff must not exercise any activity or receive any advantage inconsistent with their obligations to the contracting authority. The contractor and its staff are bound to maintain professional secrecy for the entire duration of the contract and after its completion. All reports and documents drawn up or received by the contractor during the performance of the contract are confidential.

The contract governs the contracting parties' use of all reports and documents drawn up, received or presented by them during the performance of the contract.

The contractor must refrain from any relationship likely to compromise its independence or that of its staff. If the contractor ceases to be independent, the contracting authority may, regardless of injury, terminate the contract without further notice and without the contractor having any claim to compensation.

The contracting authority reserves the right to suspend or cancel contract payment if corrupt practices of any kind are discovered at any stage of the award process or implementation of the contract. For the purposes of this provision, 'corrupt practices' are the offer of a bribe, gift, gratuity or commission to any person as an inducement or reward for performing or refraining from any act relating to the award of a contract or implementation of a contract already concluded with the contracting authority.

More specifically, all tender dossiers and contracts for works, supplies and services must include a clause stipulating that tenders will be rejected or contracts terminated if it emerges that the award or execution of a contract has given rise to unusual commercial expenses.

Such unusual commercial expenses are commissions not mentioned in the main contract or not stemming from a properly concluded contract referring to the main contract, commissions not paid in return for any actual and legitimate service, commissions remitted to a tax haven, commissions paid to a recipient who is not clearly identified or commissions paid to a company which has every appearance of being a front company.

The contractor undertakes to supply the contracting authority on request with all supporting documents relating to the conditions of the contract's execution. The contracting authority may carry out whatever documentary or on-the-spot checks it deems necessary to find evidence in cases of suspected unusual commercial expenses.

Failure to comply with one or more of the ethics clauses may result in the exclusion of the candidate, applicant, tenderer or contractor from other contracting authority contracts and in penalties. The individual or company/entity in question must be informed of the fact in writing.

It is the obligation of the contracting authority to ensure that the procurement or the grant award procedure is concluded in a transparent manner, based on objective criteria and disregarding any possible external influences.

Name of the candidate or tenderer:

Date, signature and stamp:

Annex 2. EXCLUSION CRITERIA

An economic operator will be excluded from participation in procurement and grant procedures if:

- a) it is bankrupt, subject to insolvency or winding-up procedures, where its assets are being administered by a liquidator or by a court, where it is in an arrangement with creditors, where its business activities are suspended, or where it is in any analogous situation arising from a similar procedure provided for under national laws or regulations;
- b) it has been established by a final judgment or a final administrative decision that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract;
- c) it has been established by a final judgment or a final administrative decision that the economic operator is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the economic operator belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes a wrongful intent or gross negligence, including, in particular, any of the following:
 - i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;
 - ii. entering into agreement with other economic operators with the aim of distorting competition;
 - iii. violating intellectual property rights;
 - iv. attempting to influence the decision-making process of the contracting authority during the procurement procedure;
 - v. attempting to obtain confidential information that may confer upon it undue advantages in the procurement procedure;
- d) it has been established by a final judgment that the economic operator is guilty of any of the following:
 - i. fraud,
 - ii. corruption;
 - iii. participation in a criminal organization;
 - iv. money laundering or terrorist financing;
 - v. terrorist-related offences or offences linked to terrorist activities;
 - vi. child labour or other forms of trafficking in human;
- e) the economic operator has shown significant deficiencies in complying with main obligations in the performance of a contract managed by the contracting authority, which has led to its early termination or to the application of liquidated damages or other contractual penalties or which has been discovered following checks, audits or investigations by an authorizing officer, OLAF or the Court of Auditors;
- f) it has been established by a final judgment or final administrative decision that the economic operator has committed an irregularity.

Name of the candidate or tenderer:

Date, signature and stamp:

FINAL EVALUATION

Urban Greening Project

Mosul, Iraq

1. Background

Mosul Eye Association, registered in France and working with a team inside Iraq since 2017, aims to revitalize societies affected by violence, civil conflicts, and war, especially to provide a space for the young generation to develop their capacities more fully and to progress - with a particular focus on Nineveh District and the city of Mosul. The association's members are from the area and are very well linked up with a network of actors and initiatives in town.

Project's general information

The Urban Greening Project started in Mosul city on March 1st, 2021 and will end on February 28th 2022. Mosul Eye Association (MEA), Zozik Group and its international partner joined forces to frame and implement CDCS supported action in Iraq, "Urban greening as a means to post-war stabilisation in the city of Mosul" (Convention CDCS n°2020-311), hereafter called "the project". The total budget of the project is 330 000 euros.

The Islamic State was born in Iraq in 2006, its expansion reached its peak in June 2014 when the city of Mosul was taken. After ISIS gained control, Mosul witnessed a wave of mass exodus forcing more than 800,000 people, especially minority groups, to flee the city and its surrounding areas, finding refuge in the numerous camps for displaced persons in the Ninewa governorate or Iraqi Kurdistan. In the spring 2015, Iraqi army, Kurdish forces and the international coalition progressively repelled the Islamic State, which led to the Mosul battle, launched in October 2016. Military operations ended in July 2017 and the Iraqi government announced the end of war in December 2017. The current population of Mosul and its surrounding areas is composed of Internally Displaced Persons (IDPs), returnees and host communities who stayed there. As result of the waves of displacement of minority groups, 99 percent of Mosul City is now estimated to be Sunni Muslim.

Mosul and the wider Ninewa Governorate suffered from many human casualties, widespread sabotage, destruction of significant areas of land and material infrastructures or housing during ISIS offensive and occupation and from airstrikes during military operations to recapture the area. The slow progress of reconstruction and the low rate of recovery of basic services (access to water, gas, food, health and education), the costs of which are radically increasing, make living conditions of returnees critical. Moreover, there are several contaminated sites: around 11 million tons of conflict debris covered Mosul's ground after the war. Degraded urban environment, resulting in a lack of vegetation ground cover, contributes to increasing the already significant impacts of climate change in this area. This can lead to significant temperature increase, high particulate matter pollution related to private and public transportations systems, localised flash floods, etc. Environmental degradation of urban areas also contributes to decreasing the overall wellbeing of city residents. Moreover, urban areas in Mosul face significant pressure due to their increasing population, which will

continue due to the expected returns following the IDP camp closure announced by the Government of Iraq in October 2020. This entails a growing population pressure on city services, including environmental services.

The project aims to participate in post war stabilization and reconstruction efforts in Mosul, in a context where both the occupation and the liberation of the city contributed to the degradation of its vegetation ground cover. This intervention is, on the one hand, to invest in urban greening to enhance the city's natural heritage and, on the other hand, to foster social cohesion and community mobilization.

Mosul Eye Association, Zozik Group and its International Partner contributed to the urban greening of Mosul by planting 4,500 trees while mobilising local communities, in particular youth, and multi-level stakeholders. Mosul Eye Association's organisational and staff capacities were also developed and strengthened to ensure the durability and future replicability of the action.

The International Partner is responsible for project design in collaboration with its partners, grant compliance and donor stewardship, including project reporting, capacity-building for MEA in program development and project management.

Mosul Eye Association (MEA), registered in France and working with a team inside Iraq since 2017, aims to revitalize societies affected by violence, civil conflicts, and war, especially to provide a space for the young generation to fully develop their capacities and to progress, with a particular focus on Nineveh District and the city of Mosul. It is the project creator and contributes to the project thanks to their rich network, context knowledge and significant ability to mobilise youth and civil society. MEA is responsible for project implementation, including activity planning, activity delivery, relationships with all local stakeholders, etc.; data collection in the field and data sharing/cross-checking with Zozik Group; actively participating in capacity-building activities, including the initial self-assessment.

The Zozik Group Iraq ("Zozik Group"), founded in 1991, has grown to become one of the most diversified conglomerates in Iraq with exposure to twelve different sectors, including agriculture and consultancy. Zozik Group has headquarters in Erbil and offices throughout Iraq and in a number of Middle Eastern Countries, Europe and North America. It contributes by its expertise in agriculture and in supporting recovery projects by NGOs. Zozik Group is the third party responsible for technical advice to the team in Mosul, project monitoring and evaluation, compliance with guidelines and procedures for procurement, financial and activity reporting, and procurement of tree saplings and planting materials.

2. Justifications and Objectives

Project's objectives and outcomes

General Objective:

To participate in post-war stabilization efforts and to contribute to the urban greening of Mosul City

Specific Objective:

To mobilise local communities, in particular youth, and multi-level stakeholders for the social and environmental reconstruction of Mosul City by planting 4,500 trees in Mosul with locally - and climate- adapted trees and building organisational and technical capacities of Mosul Eye Association

Expected Results:

R0: The pilot project intervention is fine-tuned

R1: Mosul Eye Association capacities in project management are developed and strengthened

R2: Local stakeholders are mobilised around the tree planting project and connected with the wider community

R3: Trees are planted along the University Highway Interchange

R4: The pilot project is evaluated

The overall objective of this consultancy is to conduct the final evaluation of the project, to assess the project achievements both at result and at general/specific objective level. This consultancy will be carried out in Mosul, Iraq.

Throughout the consultancy period, the consultant will directly refer to the focal person identified in the contract of service.

The Consultant will evaluate project performance and assess the partnership between the international partner, MEA and Zozik Group, and will provide realistic recommendations for a potential second phase of project.

In addressing the above objectives, the consultant will consider the following evaluative questions (although not exclusive):

Q1: Evaluate the quality reached with respect to projects' objectives and context of intervention against the following OECD DAC Evaluation Criteria

- *Relevance*

- To what extent was the project implementation strategy and methodology relevant to the needs and the context?
- What were the identified strengths and weaknesses of the implementation approach and mechanisms, including strategic readjustments proposed?
- To what extent did the intervention's objectives, design and implementation respond to beneficiaries and stakeholders' needs? Did they view the intervention as useful and valuable?
- To what extent was the design of the budget support program appropriate and relevant given the political, economic, and social context in the country, the government's policy framework and the partners' development strategies?

- *Coherence*

- Were project activities in line with Iraqi national priorities, policies, and local interventions?
- To what extent did the intervention add value in relation to other actors' interventions in the same country/context/sector and how duplication of effort was avoided?

- *Effectiveness*

- To what extent did the intervention achieve its expected results and objectives?
- Were project activities implemented in time and in an effective manner regarding the chosen implementation strategy?
- Which factors were decisive in the process?
- What is the level of satisfaction about the project and its learning among project team and stakeholders?
- Were there any unintended effects, positive or negative, because of the intervention?

- *Efficiency*
 - Were available resources properly designed to achieve project outputs in the most efficient way?
 - If not (resources misallocated, budgets underspent, overspent, etc.), were resources redirected as needs changed? Were decisions taken which helped to enhance efficiency in response to new information?
 - To what extent did the intervention deliver results in an efficient way – economic efficiency, operational efficiency (were available resources used optimally) and timeliness (were the results achieved within the intended timeframe)?
 - How were M&E protocols properly designed and utilized to ensure proper monitoring and learning results?
- *Impact*
 - To what extent did the intervention generate significant positive, intended, or unintended, higher-level effects (such as change in norms or systems)?
 - To what extent did the intervention generate negative, intended, or unintended, higher-level effects?
 - Has the intervention caused or contributed to a significant change in the lives of the beneficiaries or in the society?
- *Sustainability*
 - To what extent did the project activities allow long-term impacts, considering the contextual situation and recent evolution?
 - To what extent will the benefits of the intervention last financially, economically, socially, and environmentally?
 - How did the intervention contribute to improving the enabling environment for development?
 - How are the principles and methods promoted through the project known and understood by the beneficiaries? What is their degree of acceptance and assimilation of the project?
 - How were local stakeholders considered in the different steps of the project?
 - How are the technical staff trained by the project, and how do they apply their knowledge through the activities? How will project staff trained during the projects use the knowledge acquired for future uses?
 - What is the level of knowledge and commitment of local institutions about project activities?
 - Has an appropriate exit strategy, which would ensure the continuation of positive effects, been developed and applied, including, but not limited to, financial and capacity considerations?

Q2: Assess the level of partnership between the International Partner, MEA and Zozik Group, and MEA capacity building

- What were the strengths and weaknesses of the three-party set-up? Was each partner in line with their engagements (roles and responsibilities)? Was the partnership monitored/adjusted throughout the project? Was this tripartite partnership the best modality to implement this project?
- At the end of the project, what is the value added of the project for each partner? Was this tripartite partnership in line with the strategic positioning of each partner?

- To what extent did the project enhanced MEA's capacity building? Did project activities integrate findings from MEA capacity assessment carried out at the beginning of the project? Do MEA and the final partnership assessment report show strengthened organizational and operational capacities during the project?
- Was the method and training plan effective in building MEA's capacity?
- What was the level of engagement from the different partners?

Q3: Identify lessons learnt from the project (technical, methodological, organizational) and suggest detailed, justified, and realistic recommendations to adapt at project/sector/partnership level for the potential following phase.

3. Expected Outcomes and Deliverables

This consultancy for "Urban greening as a means to post-war stabilisation in the city of Mosul" aims at attaining the following key outcomes:

1. Assess the project achievements both at result and at general/specific objective level
2. Assess the overall tripartite partnership
3. Identify, if any, lessons learnt and recommendations for potential future phases of the project (both technical and organizational).

In view of the end of the project in 2022, the final evaluation is scheduled for end of March 2022, with the production of a detailed Draft Report by end of April 2022.

The following deliverables are expected:

Report	Contents	Date of delivery
Inception Report	Describe the first investigations based on the documentary readings and the first discussions and exchanges. Present the questions and hypotheses that the evaluators will deal with in the field. Present the planned schedule of visits and interviews planned during the field mission as well as the methodology used.	Before starting interviews and field investigations Estimated date: 24/03/2022
End of mission restitution	At the end of the mission, the Consultant will make a mission's debriefing to present main findings and proposed recommendations. A PowerPoint presentation will be prepared and shared with the project actors.	Estimated date: 17/04/2022
Draft Final Report	First draft of the final report of the evaluation mission.	Estimated date: 10/04/2022
Final Report	Final version of the Final Evaluation Report.	Estimated date: 24/04/2022

The final report will include:

- **A main report** with:
 - A quick reminder of the methodology used.
 - The observations and results of the evaluation, according to the terms defined above (objectives and evaluative questions).

- The perspectives and conditions for the sustainability of project activities.
- Concrete and constructive recommendations addressed to the project team and other potential partners.
- **An executive summary** summarizing, after a quick overview, the main conclusions, and recommendations, both in English and Arabic
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All submitted documents must be written in English. They must be sent in Word/Excel format to allow for proofreading and exchanges before finalizing the documents.

4. Methodology

The consultant is free to suggest any relevant methodology to carry the tasks details above and achieve relevant outcomes.

It is expected that the consultant organises different meetings and interviews with the following stakeholders, among others:

- MEA: President, Programme Coordinator, Project Coordinator, Field team
- Zozik Group: Focal point
- International Partner: HQ focal points (Deputy Desk Manager, FSL Technical Advisor, Finance Manager)
- Local authorities: Representative from local government
- Local partners: Representatives from Universities
- Beneficiaries: Volunteers

The consultant will be provided with all relevant project documentation at the beginning of their consultancy.

5. Working Conditions and Timeframe

Steps	Duration (man-day)
Kick off meeting	0,5
Inception phase	2
1. Assess the project achievements both at result and at general/specific objective level	5
2. Assess the overall tripartite partnership	5
3. Identify, if any, lessons learnt and recommendations for potential future phases of the project (both technical and organizational).	5
Data analysis and drafting of conclusions	2
Final meeting	0,5

Total number of man-days expected is 20 days (estimation).

The consultancy should start on **March, 20th 2022**.

6. Consultant Qualifications

One Consultant is expected for the implementation of the evaluation. The consultant should have the following skills and experience:

Profile:

- Master's degree in international aid or similar.
- At least 5 years of experience in evaluation of aid projects.
- Previous experience in emergency/development combined approach is required.
- Fluency in oral and written English is essential, **fluency in Arabic required.**
- Previous experience in Ninewah is a strong asset as well as knowledge of Mosul city context.

7. Budget

The costs of the consultancy will be supported by CDCS.

The budget available for this consultancy is of **10,000 USD** inclusive of the consultant's remuneration. The expenses incurred for travelling and staying in Iraq during the project period will be included in the financial offer. If necessary, the consultant will provision for any support cost needed.

It is recommended to present the financial offer all-inclusive and in man-days and based on the different sub-activities of the consultancies.

The consultant's remuneration will be made by bank transfer as follows:

- 30% at the beginning of the contract
- 70% at the end of the consultancy, after the completion of the final evaluation

All charges related to bank transfers will be covered by MEA.

8. How to apply

All expressions of interest should include:

- An up-to-date CV and 3 references.
- A maximum of 15 pages of the proposed methodology and approach for the consultancy.
- An example of writing production in English and in Arabic.
- A financial offer.

Application should be sent through the LinkedIn platform.

Annex 4. Evaluation Grid

Criteria	Scoring	Applicant 1	Applicant 2 ...
Full application	Yes / No		
Technical offer			
Quality of methodology (relevance)	20		
Key expert experiences (incl. examples of reports)	15		
Key expert academic background	10		
Previous experiences in final evaluation	10		
Experience in Mosul, Ninewah or Iraq	10		
Proposed workplan	10		
TECHNICAL SCORE	75		
Financial offer			
FINANCIAL SCORE*	25		
TOTAL SCORE	100		
Ranking			
<i>Comments if any</i>			

*Financial Score: the lowest bidder receives the highest score (25) and the other bidders receive a score in relation to the different between their bid and the lowest bid. For instance, if 1,000 is the lowest bid, then the bidder receives 25 points. If another applicant bids 1,250, he will then receive the following score:

$$\text{Maximum Score} - [(\text{Bid} - \text{Lowest Bid}) / \text{Lowest Bid}] * \text{Maximum Score}]$$

i.e. $25 - [(1,250 - 1000) / 1000 * 25] = 18.75$