



## REQUEST FOR PROPOSAL (RFP)

NAME & ADDRESS OF FIRM	DATE: <b>October 12, 2017</b>
	REFERENCE: <b>UNDP/RFP/21/2017</b>

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Comprehensive MED Model Manual Development Package**. The detailed Terms of Reference is attached as Annex 4

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

Proposals may be submitted on or before **3:00 pm on 25 October 2017** by courier mail to the address below:

**Ref: UNDP/RFP/21/2017**  
**The Registry,**  
**United Nations Development Programme**  
***UN House, Pulchowk, Lalitpur, Nepal***

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

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation.

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 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 or Purchase Order 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/procurement/protest.shtml>.

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](http://www.un.org/depts/ptd/pdf/conduct_english.pdf)

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



**Deepak Shrestha**  
Procurement Analyst  
UNDP, Nepal Office

## Description of Requirements

Context of the Requirement	<p><i>Micro Enterprise Development Programme (MEDEP), started in July 1998 and is being implemented in 38 of Nepal's 75 districts. The Government of Australia (DFAT) funds the Micro Enterprise Development Program (MEDEP) since 2006. Besides some funding from UNDP, DFAT is currently its major donor for Phase IV. MEDEP is a joint initiative of the Ministry of Industry (Mol)/Government of Nepal (GoN) and the UNDP, and both consider it as their flagship activity. The key intent of MEDEP is to alleviate poverty by expanding employment opportunities for the poor, youth, women and individuals from socially excluded groups through instilling sustainable entrepreneurial skill and culture among this group; all MEDEP beneficiaries are selected from households living under the national poverty line. • Motivated by the earlier phases of MEDEP, the Government of Nepal (GoN) in 2008-9 launched its own Micro Enterprise Development for Poverty Alleviation (MEDPA) program, through Ministry of Industry (Mol). This programme is currently being implemented in 69 districts and will be rolled out throughout the country by 2018. However, in contrast to the entrepreneurship development focus of MEDEP, MEDPA remained a skill development program. The Phase IV of MEDEP therefore is designed to support the Mol/GoN internalize and institutionalize the MEDEP model of entrepreneurship development and help establish a sustainable micro-entrepreneurship development system in Nepal. As the Mol/GoN capacity is built, Phase IV also envisioned MEDEP gradually handing over its 38 programme districts to MEDPA management by 2017. This element of Phase IV has been important for DFAT and UNDP to rationally wrap up its assistance to micro-entrepreneurship development and support the institutionalization of the MEDEP approach as an effective poverty alleviation and inclusive economic growth model.</i></p>
Implementing Partner of UNDP	
Brief Description of the Required Services <sup>1</sup>	<p>The purpose of this task (ToR) is to document the know-how and institutional memory of MEDEP as a comprehensive MED MODEL Manual package. the comprehensive MED model package which consists of the following:</p> <p>A. The 3 steps Micro-Enterprise demand driven development module will encapsulate the following:</p> <p>A1. Target Group Selection and their Needs and Demands Identification; A2. Enterprise Development Potential; A3. Market Demand at local, national and international level.</p> <p>B. Furthermore, the 6 steps implementation MED MODEL Manual package will encapsulate:</p>

<sup>1</sup> A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

	B1. Social Mobilization for Enterprise Development; B2. Entrepreneurship Development; B3. Technical Skill Development, B4. Access to Micro-Credit; B5. Access to Appropriate Technology, and B6. Product/Services Marketing and Business Counseling (Leading to Self Employment, Scale up, Employment for others, and Graduation).
List and Description of Expected Outputs to be Delivered	
Person to Supervise the Work/Performance of the Service Provider	<i>NPD/MEDPA; NPM/MEDP</i>
Frequency of Reporting	<i>[indicate if daily, weekly, monthly, or as needed] Forth Nightly</i>
Progress Reporting Requirements	Please see the schedule for submission of deliverables in the TOR
Location of work	<input type="checkbox"/> <i>Exact Address/es [pls. specify]</i> <input checked="" type="checkbox"/> <b>At Contractor's Location</b>
Expected duration of work	<b>90 working days spread over Mid November 2017 to Mid Jan 2018</b>
Target start date	<b>Mid November 2107</b>
Latest completion date	<b>Mid January 2018</b>
Travels Expected	As specified in the TOR
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Company Registration	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
Company Profile	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
VAT/PAN Registration	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required
List of projects completed (Please indicate contract duration and contract value)	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required

List of major clients with detailed contact address for last three years	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																	
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required																	
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input checked="" type="checkbox"/> Local Currency																	
Value Added Tax on Price Proposal <sup>2</sup>	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes																	
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days  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 <input type="checkbox"/> Permitted [pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]																	
Payment Terms <sup>3</sup>	<table border="1"> <thead> <tr> <th>Outputs</th> <th>Percentage</th> <th>Timing</th> <th>Condition for Payment Release</th> </tr> </thead> <tbody> <tr> <td>Upon submission and approval of a detail work plan to complete works.</td> <td>20%</td> <td></td> <td rowspan="3"> Within thirty (30) days from the date of meeting the following conditions:  a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and  b) Receipt of invoice from the Service Provider. </td> </tr> <tr> <td>Upon submission and approval of a draft report highlighting key aspects of the assignment</td> <td>50%</td> <td></td> </tr> <tr> <td>Upon submission and approval of the final</td> <td>30%</td> <td></td> </tr> </tbody> </table>				Outputs	Percentage	Timing	Condition for Payment Release	Upon submission and approval of a detail work plan to complete works.	20%		Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	Upon submission and approval of a draft report highlighting key aspects of the assignment	50%		Upon submission and approval of the final	30%	
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<sup>2</sup> VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

<sup>3</sup> UNDP preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNDP shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNDP, in the same amount as the payment advanced by UNDP to the Service Provider.

	report on MED Model package.			
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	<i>[pls. indicate designations, not names]</i> ACD ,Poverty Inclsuion Unit			
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input type="checkbox"/> Institutional Contract <input checked="" type="checkbox"/> <b>Contract for Professional Services</b> <input type="checkbox"/> Long-Term Agreement <sup>4</sup> (if LTA will be signed, specify the document that will trigger the call-off. E.g., PO, etc.) <input type="checkbox"/> Other Type of Contract <i>[pls. specify]</i>			
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> <b>Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)</b> <input checked="" type="checkbox"/> <b>Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criteria 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.</b>			
Criteria for the Assessment of Proposal	<u><b>Technical Proposal (1000 points)</b></u> <input checked="" type="checkbox"/> Expertise of the Firm <b>25%</b> <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan <b>45%</b> <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel <b>30%</b>  <u><b>Financial Proposal (30%)</b></u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.			
UNDP will award the contract to:	<input checked="" type="checkbox"/> <b>One and only one Service Provider</b> <input type="checkbox"/> One or more Service Providers, depending on the following factors: <i>[Clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Service Providers]</i>			

<sup>4</sup> Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

Annexes to this RFP <sup>5</sup>	<input checked="" type="checkbox"/> <b>Form for Submission of Proposal (Annex 2)</b> <input checked="" type="checkbox"/> <b>General Terms and Conditions / Special Conditions (Annex 3)<sup>6</sup></b> <input checked="" type="checkbox"/> <b>Detailed TOR (Annex 4)</b> <input type="checkbox"/> Others <sup>7</sup> [pls. specify]
Contact Person for Inquiries (Written inquiries only) <sup>8</sup>	<p>UNDP Nepal  UN House, Pulchowk, Lalitpur, Nepal  Email: <a href="mailto:query.procurement.np@undp.org">query.procurement.np@undp.org</a></p> <p>Written inquiries must be submitted mentioning RFP Ref: <b>UNDP/RFP/21/2017</b>, Nepal Standard Time by <b>16 October 2017 (Nepal Standard Time)</b>. <b>UNDP shall respond to the inquiries and</b> shall be uploaded in the website <a href="http://www.np.undp.org/content/nepal/en/home/operations/procurement.html">http://www.np.undp.org/content/nepal/en/home/operations/procurement.html</a>. Inquiries received after the above date and time shall not be entertained.</p> <p>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>

<sup>5</sup> Where the information is available in the web, a URL for the information may simply be provided.

<sup>6</sup> 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.

<sup>7</sup> A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

<sup>8</sup> 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.

<p>Other Information [pls. specify]</p>	<p><b>The Financial Proposal and the Technical Proposal Envelopes <u>MUST BE COMPLETELY SEPARATE</u> and <u>each of them must be submitted sealed individually</u> and clearly marked on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope <b>MUST</b> clearly indicate the name of the Proposer.</b></p> <p>The outer envelope shall be</p> <p>Addressed to:</p> <p style="text-align: center;"><b>The Registry, United Nations Development Programme UN House, Pulchowk, Lalitpur, Nepal</b></p> <p>Marked with:</p> <p style="text-align: center;"><b>UNDP/RFP/21/2017 Comprehensive MED Model Development Package</b></p>
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## Evaluation Criteria

### I. Expertise of firm / organisation submitting proposal (Points obtainable 250 Points)

1.1 Reputation of Organisation and Staff (Competence / Reliability)	20
1.2 Litigation and Arbitration history	15
1.3 General Organisational Capability which is likely to affect implementation (i.e. loose consortium, holding company or one firm, size of the firm / organisation, strength of project management support e.g. project financing capacity and project management controls)	50
1.4 Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialised skills.	15
1.5 Quality assurance procedures, warranty	20
<b>Sub total (1.1 to 1.5)</b>	<b>120</b>
1.6 Relevance of:	
- Specialised Knowledge	30
- Experience on Similar Programme / Projects	50
- Experience on Projects in the Region	20
- Work for UNDP/ major multilateral/ or bilateral programmes	30
<b>Sub Total for 1.6</b>	<b>130</b>
<b>Total for Expertise of firm / organisation submitting proposal (I)</b>	<b>250</b>

### II. Proposed Work Plan and Approach (Points obtainable 450 Points)

2.1 To what degree does the Offeror understand the task?	50
2.2 Have the important aspects of the task been addressed in sufficient detail?	30
2.3 Are the different components of the project adequately weighted relative to one another?	20
2.4 Is there evidence that the proposal been prepared based on an in-depth understanding and prior knowledge of the project environment?	50
2.5 Is the conceptual framework adopted appropriate for the task?	50
2.6 Is the scope of task well defined and does it correspond to the TOR?	100
2.7 Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	150
<b>Total for Proposed Work Plan and Approach (II)</b>	<b>450</b>

<b>III. Personnel (Points obtainable 300 Points)</b>	
3.1 Team Leader	
Formal qualification	15
International Experience	30
Experience in managing research processes at sub-national level, and policy-oriented research.	30
Professional experience and substantive knowledge in the area of specialisation	25
Knowledge of economics/business management	25
Language Qualifications and fluency in written English (Coherence, clarity, Format/style) - <b>attached a sample report/publication</b>	25
<b>Sub Total for Task Leader</b>	<b>150</b>
3.2 Other Researcher - Market Specialist	
Qualification	15
Experience in conducting market development oriented works	15
Professional Experience in the area of specialisation	10
Knowledge of the market development oriented works	10
Language Qualifications and fluency in written English (Coherence, clarity, Format/style) - <b>attached a sample report/publication</b>	25
<b>Sub Total for Researchers</b>	<b>75</b>
3.2 Other Researcher - Financial Specialist	
Qualification	15
Experience in conducting access to finance related works	15
Professional Experience in the area of specialisation	10
Knowledge of the access to finance related works	10
Language Qualifications and fluency in written English (Coherence, clarity, Format/style) – <b>attached a sample report/publication</b>	25
<b>Sub Total for Researchers</b>	<b>75</b>
<b>Total for Personnel (III)</b>	<b>300</b>
<b>Grand Total (A+B+C)</b>	<b>1,000</b>

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL<sup>9</sup>

*(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery<sup>10</sup>)*

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP dated [specify date] , 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:*

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Latest Audited Financial Statement – income statement and balance sheet to indicate Its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contract references;*
- e) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) 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.*

### 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 and a work plan, 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.*

<sup>9</sup> This serves as a guide to the Service Provider in preparing the Proposal.

<sup>10</sup> Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. **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 Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

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

*[Designation]*

*[Date]*

## Financial Proposal Form

**(To be submitted in an envelope separate from the technical proposal)**

**D. Cost Breakdown per Deliverable\***

S.N	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Upon submission and approval of a detail work plan to complete works.	20%	
2	Upon submission and approval of a draft report highlighting key aspects of the assignment	50%	
3	Upon submission and approval of the final report on MED Model package	30%	
	Total	100%	

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

**E. Cost Breakdown by Cost Component :**

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total
<b>I. Personnel Services</b>				
<b>1. Team Leader</b>		90 days	1	
<b>2. Market Specialist</b>		90 days	1	
<b>3. Financial Specialist</b>		90 days	1	
<b>II. Out of Pocket Expenses</b>				
1. Travel Cost				
2. DSA				
2.1. Team Leaser				
2.2. Market Specialist				
2.3. Financial specialist				
3. Stationery Cost				
4. Cost associated with the field work such as meetings, interviews and focussed group discussion (a detailed break down may be presented in a separate sheet)				
<b>Subtotal (I + II)</b>				
<b>VAT 13% (if applicable)</b>				
<b>Grand total</b>				
<b>Grand total (In words)</b>				

**Note:**

*Administrative and other applicable associated costs need to be built into the one or more of the above cost items.*

*Proposal may be disqualified if it does not follow the above price schedule format.*

*Number of personnel to deliver the services has been set by UNDP as indicated on the table above.*

*Financial offer should be either in US\$ or NPR.*

*[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 sub-contractors 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.

**Micro-Enterprise Development Programme (MEDEP) IV**  
**Government of Nepal (GoN), Ministry of Industry (MoI)/UNDP/DFAT**  
**Terms of Reference assigned to an Organisation**  
**for**  
**Comprehensive MED Model Development Package**

**Part A: Background**

The Micro-Enterprise Development Programme (MEDEP) is a joint initiative of the Government of Nepal (GoN), Ministry of Industry (MoI) and UNDP with the financial and technical supports of UNDP and Australian Aid, Department of Foreign Affairs and Trade (DFAT), Australian Government as main donor. The programme is implemented by the MoI/GoN and is a flagship programme of both GoN and UNDP. MEDEP was initiated in 1998 and will come to a conclusion at the end of the current fourth phase (MEDEP IV) in 2018. More specifically the objectives of Phase IV are broadly speaking:

- To support the Government of Nepal (GoN) to take over the delivery of Micro-Enterprise Development (MED) activities through Micro-Enterprise Development for Poverty Alleviation (MED-PA) programme;
- To build the capacity of GoN and the private sectors including Non-Governmental Organizations (NGOs) (MED service providers) to sustainably deliver MED; and
- To strengthen the capacity of micro-entrepreneurs' associations to sustainably provide members with a number of business development services such as access to markets; access to finance; improved technologies and advocacy.

MEDEP aims at alleviating poverty especially among women and socially excluded in rural areas through micro-enterprise development (MED). It does so by applying a highly integrated approach starting with the identification of potential enterprises, potential resources and market through specially trained Enterprise Development Facilitators (EDFs), followed by intensive training and the facilitation of access to resources for the start-up, and continuing with long term support through Micro-Entrepreneurs Associations (MEAs). MEDEP has already created more than 75,000 micro entrepreneurs (MEs) and enterprises have been established. The 80% survival rate of created MEs, 50% higher income, and strong effects on social and political empowerment of women and excluded proves the MED approaches' suitability. In addition to MEs creation role, MEDEP, in the current Phase IV (2013-2018), will play facilitation role to institutionalize MED model into GoN owned national programme- the Micro Enterprise Development for Poverty Alleviation (MEDPA). For that MEDEP needs to build the capacity of GoN and main stakeholders to be competent enough to implement MED model. From FY 2017/2018, MEDPA has cover all 75 districts in 7 Provinces and 753 LLUs (local level government units). The GoN has been allocating resources for MEDPA annually in increasing trend with substantial increment over the years. Along with increased budget allocation from central government, the local bodies (rural and urban Municipalities) have also started allocating budgets for MED.

After piloting MEDEP beginning with 3 districts and reaching 10 districts of Nepal, during the first phase (1998-2003); it was found effective in alleviating poverty through economic empowerment of poor and excluded. Thus MEDEP evolved as MED model that expanded to additional 15 districts during the

second phase (2004-2008). Financial assistance were provided by Department for International Development (DfID) of UK Government; the then Australian Agency for International Development (AusAID); New Zealand Agency for International Development (NZAID) and UNDP.

During this phase GoN promulgated Micro-Enterprise Policy 2064 (2007). In the same year Micro-Enterprise Operational Guidelines was approved jointly by MoI and the then Ministry of Local Development. The MED model was internalized for the first time in District Development Committees (DDCs) in 2009/10 by allocating own resources and implementing by sub-contracting Business Development Service Providers (BDSPs). National Planning Commission (NPC), GoN incorporated MED model into its Three Year Interim Plan- TYIP (Eleventh Plan 2007/08-2009/10) with budget and target but government started allocating budget with targets only from the last year of the TYIP (2009/2010) and then continued the budget allocation and setting the targets in each district.

The budget of GoN increased every year with the increase in the number of districts MED model was implemented. MEDEP's third phase (2008-2012) was about to end which was funded by the then AusAID (now DFAT), and Canadian International Development Agency (CIDA), Government of Canada and Central Queensland University, Australia. The Twelfth and Thirteenth Plans (2010/11-2012/13 and 2013/14-2015/16) also emphasized Micro-Enterprise Development and allocated budgets and targets. In the meantime GoN prepared “MEDPA Five Year Strategic Plan - 2013/14-2017/18” approved by the Council of Ministers and requested UNDP and DFAT to continue MEDEP for phase IV for technical and financial support to internalize, mainstream and expand MED model in all 75 districts. The main objective of MEDPA is to create opportunities for the Poor and Excluded People by uplifting them from poverty, creating employment, increasing their incomes and making them resilient or graduating to small enterprises.

The mid-term evaluation of MEDEP conducted in 2015/2016 has stressed the need to strengthen the MEDEP roles from direct programme delivery to facilitator and adviser for a smooth handing over for internalization and sustainable institutionalization of MED model into the national system. Therefore, from January 2017, MEDEP is not directly involved in creating new entrepreneurs but focusing more on mainstreaming MED model into government system. Its main contribution will be to endow Nepal with a sustainable institutional setup for the delivery and support of entrepreneurship development after the end of MEDEP IV. It also supports peace and stability in Nepal by significantly contributing to addressing poverty and social exclusion, which are among the root causes of conflict in the country.

Key for a sustainable institutionalization is the building of long term capacities of government at central and local levels as well as of supporting institutions, i.e., MEAs, MED Service Providers (BDSPs) and private sector organisations to develop and implement policies, skills, tools and attitudes (mindset changes leading to change behaviour) in order to support micro-entrepreneurship development. This must lead to strengthened ME's access to markets, finance, appropriate technologies and other business development services. The programme is implemented in partnership with all these actors: the MoI as the lead agency, Ministry of Federal Affairs and Local Development (MoFALD), Ministry of Agriculture Development (MoAD), Ministry of Forest and Soil Conservation (MoFSC) and their respective departments and local bodies, MEAs and their district and national structures. MEAs are structured from Ward, Village, Rural Market Centres, Districts to national level such as Micro-Entrepreneurs Group (MEGs) at community/settlement levels, Micro-Entrepreneurs Group Associations (MEGA) a federated body of MEGs, at the Rural Market Centres, and the District Micro-Entrepreneurs Group Association (DMEGA), a federated body of MEGAs, at the district level. All DMEGAs have formed an apex federated body- the National Micro-Entrepreneurs Federation Nepal

(NMEFEN) at the national level. The promulgation of the New Constitution of Nepal and the federalisation process into 753 local self-government units (LLUs) in 7 Provinces will lead to further changes, amalgamations and refinements of these networks. The private business service providers (BDSPs) will continue to provide much needed technical support and know-how for MEDPA and its local units.

Recently conducted Mid Term Evaluation of MEDEP has pointed out the need to strengthen the capabilities of MEDEP and MEDPA staffs for better understanding, knowledge and skills in playing roles of Facilitator in institutional capacity building and has suggested to train, mentor, coach and transfer skills on the above fields by recruiting necessary know-how and resources person having expertise on Institutional development for a longer-term sustainability of the MEDPA programme. Furthermore, it has also pointed out the need for ensuring necessary knowledge management, learning and institutional memory to replicate its MED model not only within MoI but also similar efforts of GoN and International Development Partners, projects, NGOs and INGOs within the country. Therefore, this ToR is developed to procure the services of an organization, who could provide expert services to MEDEP/MEDPA and its stakeholders to document the know-how and institutional memory of MEDEP as a comprehensive MED MODEL manual package.

MEDEP is documenting a MED Model manual that can be used as a reference and training material by practitioners and similar programmes in Nepal and abroad. The purpose of developing the MED Model Manual, in its entirety, is to share the valuable experiences of the micro entrepreneurs and the micro enterprises including its partners and stakeholders in the Project. The Project has helped create and maintain their sustainability, utilizing this approach even in the face of political instability, conflict and uncertain political transitions. The Microenterprise Development Program (MEDEP) has been implemented in Nepal over a period of 19 years to date. This is a reasonable time period to develop confidence in the approach. It is currently, at the end of its fourth phase and substantive experiences and refinements have taken place over successive four phases. The approach has been consolidated and institutionalised in the country with the Government of Nepal (GoN) taking the lead in future implementation through the government's priority project and its financial and human resources and giving it a priority project status.

The recently accomplished Exit Strategy of MEDEP takes cognizance of this fact and recommends that efforts be directed to document detailed modular courses for knowledge management and training resources use. Thus, this MED Model and a number of sub-modular courses can, thus provide, reference material for GoN, training institutions, researchers, international and regional development partners, relevant stakeholders and practitioners to utilize this valuable model to implement similar programmes in the future.

The "complete MED model" documented each step of the way into: (a) 3 prior steps of community selection for identifying potential Micro-Entrepreneurs (MEs); and (b) 6 steps Micro - Entrepreneurs and Enterprise Development will enhance future practitioners, policy makers and project implementers to emulate its approaches from the long and valuable experience it has. This comprehensive MED model manual documentation, therefore, will be useful to UNDP CO's and partners in government, civil society and in the private sector as well as other LDC's interested in poverty alleviation through livelihoods, jobs and micro-enterprise development. Other development agencies such as the World Bank, the ILO, UNIDO, bilateral agencies, national and international NGO's will also find it useful. Countries in the SAARC region might have special interest, since MEDEP has been implemented under conditions which might be similar in these countries.

## **Duties and Responsibilities**

The core objective of this task (ToR) is to document the know-how and institutional memory of MEDEP as a comprehensive MED MODEL Manual package which will be utilized by MEDPA; relevant stakeholders and partners, i.e. micro entrepreneurs associations (MEAs) and Private Business Service Providers (BDSPOs); and interested parties in the GoN, INGOs, NGOs, projects and international agencies in Nepal plus regional and international arena.

Under the supervisions of the National Programme Director (NPD) and National Programme Manager (NPM), and in close consultation with Chief Technical Advisor (CTA) and other senior central and field level professionals of MEDEP/MEDPA, the organization will accomplish and deliver the following:

Building on what is already available with MEDEP project, the selected competent institutions will provide qualified and experienced professionals to deliver the comprehensive MED model package which consists of the following:

- A. The 3 steps Micro-Enterprise demand driven development module will encapsulate the following:
  - A1. Target Group Selection and their Needs and Demands Identification,
  - A2. Enterprise Development Potential,
  - A3. Market Demand at local, national and international level.
  
- B. Furthermore, the 6 steps implementation MED Model will encapsulate:
  - B1. Social Mobilization for Enterprise Development,
  - B2. Entrepreneurship Development,
  - B3. Technical Skill Development,
  - B4. Access to Micro-Credit,
  - B5. Access to Appropriate Technology, and
  - B6. Product/Services Marketing and Business Counseling (Leading to Self-employment, Scale up, Employment for others, and Graduation).

Furthermore, utilizing a participatory approach and based on the principles of “adult-experiential learning”, knowledge, skills, tools, and behavior changes (KSA) - develop each of the sub-modular course based on the following points:

- Course Title
- Foreword
- Introduction
- TOC (Table of Content)
- Outline of the sub-module
- Audience/Participants/Students for the course intended
- Sub-Modular Objectives
- Methodology
- Training Course’s Introduction
- Training Course’s Concept
- Discussion Papers
- Training Content
- List of Training Resources



- Training/Trainer's' Guidelines
- Training Material(s)
- Training Schedule/Time/Session Plan
- Training Session Guidelines
- Training Delivery Design and Hints
- Daily Training Reporting
- End of the Training Evaluation
- Completed Training Report with a List of Resource Material and References.

Currently, there are scores of manuals and publications on each of the above sub-modular subjects. The module number A. Social Mobilization for Enterprise Development has a number of manuals in Nepal. Likewise, module number B. Entrepreneurship Development, reportedly has 24 manuals. However, there are other steps in the MED model that do not have similar "formally developed" modular manuals. This is the area where in which new efforts, expertise, principles, skills and tools are required in order to make the MED Model package universally recognized and saleable – as a patented, branded and trademarked intellectual property (IP) product. Such an (IP) product will stamp a lasting legacy of MEDEP and help many stakeholders in Nepal and abroad.

Summarizing the overall tasks, the organizations and its MED Model package development professionals will carry out the following activities.

- Proactively consult the senior MEDEP staff in NPSO and APSOs and obtain first-hand knowledge, information, input and expertise to develop the MED Model package.
- Examine the existing modules and manuals relevant to the MED model within MEDEP and meticulously list all these published materials and encode a reference guide or a list – stating which publication belongs to which subject.
- Having accomplished the above categorization and based on the Training Needs Assessment (TNA) format, categorize these documents as: (a) very useful and current; (b) Useful; (C) not useful and dated (redundant/too old), in order to be utilized for the MED Model package development.
- Design and develop Outline and develop course contents for the complete MED Model package.
- Test, validate, refine and embed feedback.
- Provide first few workshops based on the MED Model package and embed refinements.
- Provide the Final MED Model package for training and end-use ensuring, brand, trade mark, and copy rights including ISBN. This resource material will then be "housed" in a proper institute with concomitant "royalty" and sales promotion.

### **Impact of Results**

- Institutionalize MEDEP's experience to become replicable and institutionalized into MEDPA and its relevant MEAs and BDSPOs and other interested parties in Nepal and abroad.
- Help internalize MED Model project cycle management into GoN programmes as well as of other interested parties in this approach.
- Strengthen the project management and entrepreneurship development capacity of MEDPA, MoI/GoN and other interested parties
- Strengthen partnership between the state, market and civic society in the form of MEDPA, MEAs and BDSPOs.
- Provide practical principles, skills, tools, knowledge and attitude (temperament) too implement a MED model.

- Alleviate poverty, create employment and promote micro-enterprises and micro-entrepreneurship.

**Duration of the Contract:** The total duration of the contract will be 90 working days from Mid-November 2017 to Mid-January 2018.

**Part – B: Qualification required (academic and working experiences in the relevant fields)**

The organisation that is interested in this assignment and willing to submit proposal should possess the following qualifications to be eligible for the assignment:

- The organisation should be registered under Nepal Government and should provide the VAT registration certificate and updated clearance certificate.
- The International consulting firm/Organisation should be registered in its country of origin and should provide updated and Tax/VAT clearance certificate.
- The organisation should be in existence and registered for at least 7 years as on the date of submission of the proposal with relevant experience of portfolio provided in the ToR above.
- Signed (original) and dated (latest) CVs of a consultant who meet the academic and professional experiences mentioned below.

**Academic Education and Experiences of Team Leader (90 working days)**

The candidate assigned by the Organization should have at least Masters degree in economics, institutional development, organisational development, business management or related discipline from the recognised University/Institution. PhD in relevant discipline is desirable. At least 7 years of overall relevant professional experiences at the national and international level will be considered adequate.

In additions, two other subject matter specialists (SMS) as researchers should have the following requirement:

- Market Specialist (**90 working days**) should have Masters degree in Business Management or relevant field with 5 years of experience in market development and relevant field.
- Financial Specialist (**90 working days**) should have Masters degree in economics or relevant financial management/ microfinance/ access to financial services or relevant field with 5 years of experience.

In addition to this, following experiences are preferable for the Team Leader and researchers:

**Extensive experience especially in**

- institutional/organisational development and/or capacity building;
- micro and small business development;
- market development (especially business service markets);
- poverty alleviation, especially in rural areas;
- programme/project development, and
- demonstrated ability of having successfully accomplished past assignments as above.

**In addition, experience in:**

- gender and social inclusion, economic analysis of micro-enterprises, poverty analysis, sustainable livelihoods;
- value chain analysis of selected potential sub-sectors where economy of scale has met for promoting more Micro and Small Enterprises (MSEs)
- sound understanding of Government, UNDP and Development Partners systems.

### **Language requirements**

The HR assigned by the organization should possess excellent verbal and written communications skills in English. Language will be graded substantially and will carry a 25 points weightage in an overall 1,000 points where English grammar will be marked for 40% points, followed by 30% points for writing style and 30% points for clarity and simplicity of language presentation skills.

### **Computer Skills**

The HR assigned by the organization should possess understanding and knowledge of the basic computer systems such as MS Word, Excel, PowerPoint and graphic designs in order to prepare excellent quality manuals.

### **Key Competencies and Success Factors Required**

#### **Corporate Competencies:**

- Demonstrates commitment to UNDP's mission, vision, values and ethical standards.
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability.
- Treats all people fairly without favouritism.

#### **Functional Competencies:**

##### *Knowledge Management and Learning*

- Proactively shares knowledge and experience and encourages/promotes the learning of others.
- Should possess very strong analytical skills.
- Should have skills on communication, facilitation and dialogue; strong capacity to work in a multi-partnerships environment involving all key stakeholders in a common platform.
- Good team builder and network professional;
- Informed and transparent decision making.

##### *Development and Operational Effectiveness*

- Ability to review available literature in MEDEP as well as other agencies and adapt to write the MED Model,
- Strong knowledge of the development of markets, systems, institutional and organisational development, and behavioural approaches;
- Ability to work with relevant stakeholders in order to management knowledge gathering and institutional memory;
- Ability to integrate gender and social inclusion issues in all aspects of manual writing;
- Established track record of delivering strong analytical and practical products according to the ToR;

- Capacity to adapt policies, approaches, and models from various disciplines to existing realities and emerging needs including translating practiced principles, skills, tools and attitude (temperament) into a comprehensive MED Model Manual package.

*Management and Leadership*

- Focuses on impact and results for the client, responds positively to critical feedback and can provide integrate critical feedback into the MED Model Manuals;
- Builds strong relationships with clients and external actors, has the capacity to interact with senior officials and influence senior decision makers in a persuasive manner;
- Ability to formulate work plans, effectively supervise contracted personnel, and conduct thorough quality control;
- Consistently approaches work with energy and a positive, constructive attitude;