

# REQUEST FOR PROPOSAL (RFP) (For Services)

To: All potential vendors	DATE: August 5, 2019
	REFERENCE: RFP/2019/014 – Activated2030

Dear Sir / Madam:

UNDP in Mongolia is seeking an institution/legal entity who will provide a service of **delivering 'Social Entrepreneurship Program'** within the Activated2030 @ #Hub: A Youth Enterprising Lab Services project.

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

Proposals may be submitted on or before **11:00am**, Monday, August **19**, **2019** (GMT+08, Ulaanbaatar time) and via email to:

## bids.mn@undp.org

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. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

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/content/undp/en/home/operations/procurement/protestandsanctions/

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Soyongua Ganchimeg Assistant Resident Representative (O) 8/5/2019



# Description of Requirements

Context of the	Project: Activated2030 @ #Hub: A Youth Enterprising Lab Services
Requirement	<ul> <li>Background: Since the beginning of 2019, UNDP Mongolia has become member country of The Youth Co: Lab - Regional Youth Project on Leadership, Innovation and Entrepreneurship. Within this membership, UNDP Mongolia will organize 'Social Entrepreneurship Program' to bring together young innovators, social entrepreneurs, incubators to create a network that supports youth led initiatives, providing them mentorship and encourage financial mechanisms that fully contribute to Agenda 2030. This includes fostering business incubators, youth participation, and promoting leadership amongst young youth to thrive and flourish as successful innovators.</li> <li>The aim of 'Social Entrepreneurship Program' will be:</li> <li>Inspire and engage young people through innovations and localizing actions for sustainable development goals.</li> <li>Equip young people with skills that are essential in accelerating and developing social business.</li> <li>Increase the enterprising capabilities of the young participants.</li> </ul>
Implementing	Science, Industrial Development and Innovation Agency of Capital City
Partner of UNDP	Science, industrial Development and innovation Agency of Capital City
Brief Description of	As the primary implementing partner, UNDP in Mongolia is seeking a service
the Required Services <sup>1</sup>	of a consulting team specializing in delivering 'Social Entrepreneurship Program' within the Activated2030 @ #Hub: A Youth Enterprising Lab Services project. The objectives, scope of work and deliverables as set out below have been jointly prepared and agreed between the project co-leads, UNDP in Mongolia and the Industrial Development and Innovation Agency of the Capital City.
List and Description of Expected	The Social Entrepreneurship Program will consist of two key segments: SDG focused Social Entrepreneurship Bootcamp and Mentorship Program. The
Outputs to be Delivered	<ul> <li>SDG Bootcamp will be a 2-3-day event to equip young people in Mongolia with the necessary skills and knowledge to design and implement innovative interventions that can support SDGs. A three-month mentorship program will be organized after the SDG Bootcamp event to coach and mentor the participants towards the rebuilding of opportunities to strengthen and redefine business models, ideas and their execution.</li> <li>Duties and responsibilities <ul> <li>Lead the organization and delivery of the SDG focused Social Entrepreneurship Bootcamp</li> <li>Empower the participants to implement their business models in line with the SDGs through capacity building and a three-month mentorship program.</li> <li>Lead the program reporting</li> </ul> </li> </ul>

 $<sup>^{1}</sup>$  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.

	<ul> <li>Work with the Monitoring specialist in the design and implementation of quantitative and qualitative data collection and analysis mechanisms to ensure that relevant and adequate data is collected and analyzed at each stage of the design and implementation of the Social Entrepreneurship Program.</li> <li>Contribute to the preparation of project communications, including blog posts, stakeholder communications and workshop material.</li> <li>Perform other functions as may be assigned by the UNDP CO project focal point consistent with qualifications and experience.</li> </ul>			
Person to Supervise the Work/Performance of the Service	Project focal point, UNDP Country Office			
Provider Frequency of	Monthly			
Reporting	Nontiny			
Progress Reporting	Required			
Requirements				
Location of work	Exact Address/es [pls. specify]			
	⊠ At Contractor's Location			
Expected duration of work	Over 4 months			
Target start date	Last week of August 2019			
Latest completion date	End of January 2020			
Travels Expected	Destination/s         Estimated Duration         Brief Description of Purpose of the Travel         Target Date/s           n/a			
Special Security Requirements	n/a			
Implementation Schedule indicating breakdown and timing of activities/sub- activities	⊠ Required □ Not Required			
Names and curriculum vitae of individuals who will be involved in completing the services	⊠ Required □ Not Required			
Currency of Proposal	Iccal Currency - MNT			

Value Added Tax on	🗵 must be i	nclusive of VA	T and other applicable ind	lirect taxes	
Price Proposal <sup>2</sup>	must be exclusive of VAT and other applicable indirect taxes				
Validity Period of Proposals (Counting for the last day of submission of quotes)	🗆 60 days				
	modificatio	n whatsoever	on the Proposal.		
Partial Quotes	Not pern				
Payment Terms <sup>3</sup>	Instalment Number	Deliverable Number	% of Contract Value	Condition for Payment Release	
	1	1	10% of professional fees, upon acceptable performance of deliverables as per ToR and accepted by UNDP; by 9 September 2019	Within thirty (30) days from the date of meeting the following conditions: a) UNDP's written acceptance (i.e.,	
	2	2 and 4 Part 1	35% of professional fees, upon acceptable performance of deliverables as per ToR and accepted by UNDP; by 14 October 2019	not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	
	3	3 and 4 Part 2 and 3	35% of professional fees upon acceptable performance of deliverables as per ToR and accepted by UNDP; by 30 December 2019		
	4	4 Part 4	20% of professional fees after final acceptance of reports by UNDP; by 14 January 2020		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Project focal	point			

<sup>&</sup>lt;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.



Type of Contract to	🛛 Purchase Order
be Signed	Institutional Contract
	Contract for Professional Services
	□ Long-Term Agreement <sup>4</sup>
	Other Type of Contract
Criteria for Contract	Lowest Price Quote among technically responsive offers
Award	⊠ Highest Combined Score (based on the 70% technical offer and 30% price weight distribution)
	☑ 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.
Criteria for the	Technical Proposal (70%)
Assessment of	Expertise of the Firm - 40p
Proposal	⊠ Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan – 40p
	Management Structure and Qualification of Key Personnel - 20p
	Financial Proposal (30%)
	To be computed as a ratio of the Proposal's offer to the lowest price among
	the proposals received by UNDP.
UNDP will award	☑ One and only one Service Provider
the contract to:	□ One or more Service Providers, depending on the following factors
Annexes to this	Service Form for Submission of Proposal (Annex 2)
RFP <sup>5</sup>	General Terms and Conditions / Special Conditions (Annex 3) <sup>6</sup>
	☑ Detailed TOR (Annex 4)
	□ Others <sup>7</sup>
Contact Person for	Procurement Associate
Inquiries	Bids.mn@undp.org
(Written inquiries	Any delay in UNDP's response shall be not used as a reason for extending
only) <sup>8</sup>	the deadline for submission, unless UNDP determines that such an
	extension is necessary and communicates a new deadline to the Proposers.
Other Information [pls. specify]	n/a

<sup>&</sup>lt;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.

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

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

<sup>&</sup>lt;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.



## 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, contact 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, 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.

#### C. Qualifications of Key Personnel

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

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



If required by the RFP, 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 if required by the RFP; and
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.

## D. Cost Breakdown per Deliverable\*

	Deliverables [list them as referred to in the RFP]	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Installment 1	10%	
2	Installment 2	35%	
3	Installment 3	35%	
4	Installment 4	20%	
	Total	100%	

\*This shall be the basis of the payment tranches

## E. Cost Breakdown by Cost Component (MNT):

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
a. Team Leader				
b. Social Entrepreneurship Specialist				

[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.
- Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract 16.2 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 Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2 The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years



with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

#### 23.0 AUTHORITY TO MODIFY:

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



## TERMS OF REFERENCE Social Entrepreneurship Program

Project Title: Type of Position: Type of Contract: Language Required: Duration of contract: Activated2030 @ #Hub: A Youth Enterprising Lab Services Social Entrepreneurship Specialist(s) Team Professional services contract English and Mongolian Over 4 months

#### A. Background

Mongolia has a young population with nearly one in three classifieds as youth, that is between 15 and 34 years. A significant challenge facing many of these young people is income generation. With the recent economic crises resulting in the fourth largest bailout package in (IMF) history (based on GDP), youth unemployment is nearly 21% (15-24 years, 2016), poverty increased by 37% within two years (2016), and the school-to-work transition for urban Mongolians is up to 2.9 years. Within and outside Mongolia, entrepreneurship is being pursued by many as a means of addressing such challenges and advancing the achievement of the Sustainable Development Goals (SDGs). Whilst there is a vibrant innovation and entrepreneurship ecosystem in Mongolia, many of the projects and activities use international models often with minimal contextualization and results can be slow to have significant impact.

Since mid-2017, UNDP Mongolia has been undertaking activities to understand the entrepreneurial mindset of young Mongolians. The baseline study used the "General Enterprising Tendencies" (GET2) test, to measure the enterprising tendencies of young people in Mongolia. The five enterprising tendencies measured by the GET2 test are: "need for achievement", "need for autonomy", "creative tendency", "drive and determination" and "calculated risk-taking". Obtaining a representative sample from youth across the country, several important characteristics were identified. The average overall score of the enterprising tendencies was low to medium. The "need for autonomy" was the lowest scoring factor and "creative tendency" was the highest. Nine out of ten participants are optimistic about their future earning potential. However, nearly one in three agree that within their peers, new ideas are seldom implemented. To complement the digital test, a series of focus groups were held in Ulaanbaatar, where the experience of young Mongolians who identify as an entrepreneur were explored and mapped. This provided essential insights into the barriers facing many young people striving to pursue entrepreneurship in Mongolia.

This work has highlighted the need to support the development of enterprising tendencies and skills in Mongolian youth. Approaching youth income generation through an enterprising lens as opposed to a purely entrepreneurial one, offers an opportunity to address several SDGs and challenges facing young people simultaneously. Improving the enterprising tendencies, skills, behaviors and activities of young Mongolians, can increase income generation choices. Whilst supporting those who pursue self-employment, it also enables those who become employees to be more successful in getting things done and overcoming challenges. Similarly, the five enterprising tendencies are essential in active citizens who can meet their own needs and create sustainable, resilient communities.

During the same period, the Science, Industrial Development and Innovation Agency of Capital City (Ulaanbaatar), established and opened an Innovation Hub, branded #Hub. The objective of the hub is to "Develop new ideas and innovation-based startup businesses and build an innovation eco-system



in Ulaanbaatar", which it has identified as "a complex area for youth development". It plans to do this through four pillars:

- 1. #hub co-working
- 2. #hub labs
- 3. #hub incubator
- 4. #hub events

In delivering on these four pillars, the #Hub team plans to create and deliver workshops, toolkits and activities designed to improve the understanding, capacity and skills of young people in relation to innovation and entrepreneurship.

This provides a unique opportunity for Ulaanbaatar City and UNDP in Mongolia to come together in partnership to position #Hub as a Youth Enterprising Lab, aiming to increase the number and success of enterprising activities initiated by young people, as well as diversifying the profile of young people engaging with such activities. Enterprising activities are for profit and not for profit projects. By combining innovation and experimentation with well-established tools and methods, this partnership offers an opportunity to drive a transformation in the way entrepreneurship is used in addressing development challenges.

Since the beginning of 2019, UNDP Mongolia has become member country of The Youth Co: Lab -Regional Youth Project on Leadership, Innovation and Entrepreneurship. Within this membership, UNDP Mongolia will organize 'Social Entrepreneurship Program' to bring together young innovators, social entrepreneurs, incubators to create a network that supports youth led initiatives, providing them mentorship and encourage financial mechanisms that fully contribute to Agenda 2030. This includes fostering business incubators, youth participation, and promoting leadership amongst young youth to thrive and flourish as successful innovators.

The aim of 'Social Entrepreneurship Program' will be:

- Inspire and engage young people through innovations and localizing actions for sustainable development goals.
- Equip young people with skills that are essential in accelerating and developing social business.
- Increase the enterprising capabilities of the young participants.

As the primary implementing partner, UNDP in Mongolia is seeking a service of a consulting team specializing in delivering 'Social Entrepreneurship Program' within the Activated2030 @ #Hub: A Youth Enterprising Lab Services project. The objectives, scope of work and deliverables as set out below have been jointly prepared and agreed between the project co-leads, UNDP in Mongolia and the Industrial Development and Innovation Agency of the Capital City.

#### B. Objectives and scope of work

The Social Entrepreneurship Program will consist of two key segments: SDG focused Social Entrepreneurship Bootcamp and Mentorship Program. The SDG Bootcamp will be a 2-3-day event to equip young people in Mongolia with the necessary skills and knowledge to design and implement innovative interventions that can support SDGs. A three-month mentorship program will be organized after the SDG Bootcamp event to coach and mentor the participants towards the rebuilding of opportunities to strengthen and redefine business models, ideas and their execution.

Under the general supervision of the project focal point at the UNDP Country Office, the contracted team will be responsible for leading and delivering all aspects of the program and reporting of the results. The contracted team will work alongside the Monitoring Specialist to develop and implement data collection tools to measure the effectiveness and impact of the activity.



## C. Duties and responsibilities

- Lead the organization and delivery of the SDG focused Social Entrepreneurship Bootcamp
- Empower the participants to implement their business models in line with the SDGs through capacity building and a three-month mentorship program.
- Lead the program reporting
- Work with the Monitoring specialist in the design and implementation of quantitative and qualitative data collection and analysis mechanisms to ensure that relevant and adequate data is collected and analyzed at each stage of the design and implementation of the Social Entrepreneurship Program.
- Contribute to the preparation of project communications, including blog posts, stakeholder communications and workshop material.
- Perform other functions as may be assigned by the UNDP CO project focal point consistent with qualifications and experience.

Deliverables	Installment (%)	Target due dates	Review & approvals	
<ol> <li>Work Plan - This should include but may not be limited to:</li> <li>Submit a detailed workplan for both segments: the 'SDG focused Social Entrepreneurship Bootcamp' and the 'Mentorship Program'. The plan should include methodologies, tools to be used, timelines and milestones.</li> </ol>	10 % of professional fee	9 September 2019	UNDP CO	
<ul> <li>2. The SDG focused Social Entrepreneurship Bootcamp - This should include but may not be limited to:</li> <li>- Lead the organization, development and delivery of the 2-3-day 'SDG focused Social Entrepreneurship Bootcamp'.</li> </ul>	25% of professional fee	23 September 2019	UNDP CO	
<ul> <li>3. Mentorship Program - This should include but is not be limited to:</li> <li>Provide a three-month mentorship program to empower the participants to develop impactful solutions.</li> <li>Empower the young entrepreneurs to implement their business model through capacity building and mentorship</li> <li>Conduct needs assessment survey with the participants to analyze the following concepts: <ul> <li>Existing challenges of the business model in Mongolia</li> <li>Problem solving of the business model in alignment to SDGs, current solutions, the prospect of business and the resilience and commitment of entrepreneurs in the context of Mongolia</li> </ul> </li> </ul>	25% of professional fee	16 December 2019	UNDP CO	

#### D. Expected output/deliverables

	<ul> <li>Planning for sales, marketing distribution and operations of the business model</li> <li>Industry landscape and the stakeholder</li> </ul>			
	value chain o Business feasibility and sustainability of the			
	business model		1	
-	Co-design the business model development			
	roadmap of the participants through:			
	<ul> <li>Comprehensive analysis into the needs</li> </ul>		-	
	assessment review	and the second		12 Par
	<ul> <li>Identifying the positives and the concerns of</li> </ul>			
	the business			E-11.24
	<ul> <li>Mapping recommended targets and activities</li> </ul>			
	• Co-designing milestones with participants			1.1.1
	• Strengthening the alignment of SDGs and			
	the culture of innovation, transformative	States 1		
	ideas and entrepreneurship to reach			
	- sustainable development	1.2.		10.00
-	Provide tailored mentorship in any one of the			
	following areas: 1. Storytelling; 2. Sales and			
	Distribution; 3. Business Operations.			
-	Access to mentors based on entrepreneurs needs			Maria and Andrews
4.	Monitoring and Reporting - This should include but	Part 1. 10% of	Part 1. 30	UNDP CO
	may not be limited to:	professional	September	
-	Prepare a needs assessment report with the	fees	2019	
	participants to identify ways to develop, design,	Part 2 and 3. 10% of	Part 2 and 3. 25 November	A STREET
	implement and evaluate their business models Prepare a progress report to track business model	professional	2019	
	growth of the participants with regular updates and	fees	Part 4. 19	
	co-designed roadmap	Part 4. 20% of	December	
_	Prepare final program report on starts-ups overall	professional	2019	
	growth, business model development and personal	fees after final		
	development of the participants. The final program	acceptance of		
	report will be prepared according to the schedule	reports by		
	below with the support of the Monitoring Specialist.	UNDP		
	The report should include but may not be limited to:			
	o Executive Summary			
	<ul> <li>Background and context</li> </ul>			
	o Activity overview			
	<ul> <li>Design and implementation process</li> </ul>			
	o Methodology			
	o Results o Discussion			
	Conclusion			
R	eporting schedule:			
	1. By 30 September 2019: Social Entrepreneurship			
	Bootcamp Report			
	2. By 28 October 2019: Needs assessment report			

and the first second of the state	Empowered lives. Resilient rations.
4. by 19 December: Final Social Entrepreneurship	
Program Report	
Note: Content is to be presented in a format accessible	
to a wide range of audiences. It must include graphics	
and images. It must be fully edited and ready for	
publication at UNDP standards for reports in both	
English and Mongolian.	

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The following instalment schedule will apply:

Instalment Number	Deliverable Number	% of Contract Value	Target Due Date
1	1	10% of professional fees, upon acceptable performance of deliverables as per ToR and accepted by UNDP.	9 September 2019
2	2 and 4 Part 1	35% of professional fees, upon acceptable performance of deliverables as per ToR and accepted by UNDP.	14 October 2019
3	3 and 4 Part 2 and 3	35% of professional fees upon acceptable performance of deliverables as per ToR and accepted by UNDP.	30 December 2019
4	4 Part 4	20% of professional fees after final acceptance of reports by UNDP.	14 January 2020

## E. Team composition and institutional arrangement

This assignment should be conducted by a consultant team within a legal entity (NGO, company, academic institution etc. Preferably, the team should consist of at least 2 consultants including: 1) principal investigator or team leader; and 2) Social Entrepreneurship Specialist. The team will work in close collaboration with the UNDP Country Office and the project team. The team should ensure a timely identification of potential risks and signal any delays in deliverables. The contract will be effective immediately upon signature by UNDP.



UNDP CO will have the following responsibilities: (i) Provide relevant documents; (ii) Discuss and agree on the assignment; and (iii) Monitor and evaluate the progress of the assignment. The contract and payments will be performance-based and regularly assessed by the UNDP Country Office focal point. Payments are based on satisfactory completion of deliverables rather than days of work. All reference to number of days in this ToR are for guidance only, payments will be made based on deliverables and their final endorsement by UNDP.

The present ToR may be subject to modification, without changing the overall objective and the scope of work, on mutual consultations. UNDP will hold the copyright of the assignment deliverables.

UNDP is committed to achieving workforce diversity in terms of gender, nationality and culture. Individuals from minority groups, indigenous groups and persons with disabilities are equally encouraged to apply. All applications will be treated with the strictest confidence.

## F. Duration of work: Approximately over 4 months

## G. Qualifications of the Successful Contractor

For the legal entity to provide consultancy:

- Highly organized legal entity that produces quality work and meets deadlines;
- Minimum 3 years of working experience in mentorship and capacity development program for start-ups and social innovation and entrepreneurships
- Proven experience in collaborating with organizations, preferably also with private sector, in reach out and engaging with youth innovation, startups and entrepreneurs
- Show evidence of having successfully completed at least two similar assignments on social entrepreneurship;
- Strong motivation and ability to work and deliver under short deadlines;
- Focuses on effective and innovative results and responds positively to critical feedback;
- Excellent English and Mongolian, report writing and communication skills

## Qualification requirements for the team leader or principle investigator:

Education:

 Master's in a social entrepreneurship, social sciences, or international development or business administration with relevant work experience

Experience and skills:

- Minimum 5 years of experience in working with both national and international organizations
- Minimum 3 years of experience in working with young entrepreneurs
- Minimum of 3 years managing project activities or leading consultants/researchers;
- Minimum 3 years of demonstrated experience leading Social Entrepreneurship Program or related activities;
- Demonstrated experience using research results to inform program design and delivery;
- Ability to work with large volumes of information and see the 'bigger picture';
- Demonstrated experience of communicating research results using various methods and to diverse audiences.

**Competencies:** 

- Excellent written and verbal English and Mongolian language skills are essential;
- Highly organized person, sets priorities, produces quality outputs, meets deadlines and manages time efficiently;
- Ability to present complex issues in simple and clear manner;



- Ability to think out-of-the-box and works toward creative solutions by analyzing problems carefully;
- Projects a positive image and is ready to take on a wide range of tasks;
- Shares knowledge and is willing to provide support to others who request advice or help;
- Works well in a team to advance the priorities of this project and UNDP as a whole;
- Displays cultural, gender, religion, race, nationality, age sensitivity and adaptability, and is committed to UNDP gender equality strategy; and
- Fulfils all obligations to gender sensitivity and zero tolerance for sexual harassments.

### Qualification requirements for the social entrepreneurship specialist:

Education:

- Degree in social entrepreneurship, or social sciences, or business administration or a related field, or highly relevant work experience
- Postgraduate degree in relevant field is an asset.

Experience and skills:

- Minimum 3 years' experience in market research, branding, communication, mentorship, operations, technology-based solutions etc.;
- Minimum 2 years demonstrated experience in social entrepreneurship;
- Minimum 2 years' experience in delivering social entrepreneurship program;
- Knowledge of, or experience of working with young entrepreneurs is an asset;
- Demonstrated experience of working on multidisciplinary and multicultural projects;

## **Competencies:**

- Excellent written and verbal English and Mongolian language skills are essential;
- Highly organized person, sets priorities, produces quality outputs, meets deadlines and manages time efficiently;
- Ability to present complex issues in simple and clear manner;
- Ability to think out-of-the-box and works toward creative solutions by analyzing problems carefully;
- Projects a positive image and is ready to take on a wide range of tasks;
- Shares knowledge and is willing to provide support to others who request advice or help;
- Works well in a team to advance the priorities of this project and UNDP as a whole;
- Displays cultural, gender, religion, race, nationality, age sensitivity and adaptability, and is committed to UNDP gender equality strategy; and
- Fulfils all obligations to gender sensitivity and zero tolerance for sexual harassments.

## H. Recommended Presentation of Offer

The team is expected to submit the following documents:

- i. The offeror's profile, which should not exceed two pages
- ii. Govt. registration certificate
- iii. CV's of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/function and other related information
- iv. A brief proposal describing the methodologies, workplan and timeframe
- v. A financial proposal for the Social Entrepreneurship Program

Please ensure the financial bid is submitted separately but at the same time as the technical documents. Only shortlisted candidates will be contacted.



## I. Criteria for Selection of the Best Offer

Combined Scoring method will be used in the selection of a consulting team, where the technical proposal (expertise, methodology, experience and qualification of key personal) will be weighted a max. of 70% and combined with the price offer which will be weighted a max of 30%.

Below is the breakdown of points of Technical proposal: 100 points which equal 70% of the total scoring:

- Expertise of the organization (NGO, company or academic institution) 40 points;
- Proposed methodology and timeliness of the implementation plan 40 points;
- Proposed team management structure and qualification of key personnel 20 points;



Annex	1:	Scoring	sheet
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Criteria	Weight	Max. Point
Technical criteria 1: Expertise of the organization		40
Minimum 3 years of working experience in mentorship and capacity development program for start-ups and social innovation and entrepreneurships		20
Proven experience in collaborating with organizations, preferably also with private sector, in reach out and engaging with youth innovation, start-ups and entrepreneurs		10
Show evidence of having successfully completed at least two similar assignments on social entrepreneurship;		10
Technical criteria 2: Qualifications of team members		40
Principal investigator or team leader		20
Social Entrepreneurship Specialist		20
Technical criteria 2: Proposed methodology and timeliness of the implementation plan		20
A brief proposal describing the methodologies, workplan and timeframe		20
Technical Score	70	100

Weight for Technical Criteria		
Weak: below 70%	The individual consultant/contractor has demonstrated a WEAK capacity for the analyzed competence	
Satisfactory: 70- 75%	The individual consultant/contractor has demonstrated a SATISFACTORY capacity for the analyzed competence	
Good: 76-85%	The individual consultant/contractor has demonstrated a GOOD capacity for the analyzed competence	
Very Good: 86- 95%	The individual consultant/contractor has demonstrated a VERY GOOD capacity for the analyzed competence	
Outstanding: 96- 100%	The individual consultant/contractor has demonstrated an OUTSTANDING capacity for the analyzed competence.	