



REQUEST FOR PROPOSAL (RFP)

United Nations Development Programme 202-204 Bauddhaloka Mawatha Colombo 07 Sri Lanka	DATE: November 22, 2018
	REFERENCE: RFP/CCAPII/2018/44

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Management of Incubation Support for Selected 14 Social Enterprise Groups to Function in Madirigiriya, Lankapura and Walapane Divisional Secretariats in Polonnaruwa and Nuwara Eliya Districts.**

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

Proposals may be submitted on or before **Monday, December 03, 2018 2.00 pm** and via courier mail or hand deliver to the address below:

**United Nations Development Programme
202-204, Bauddhaloka Mawatha, Colombo 07**

***Head of Procurement & Administration*
procurement.lk@undp.org**

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Sripalee De Silva
Procurement Assistant
11/22/2018

Description of Requirements

Context of the Requirement	<p>The project is implemented in collaboration with the Ministry of Mahaweli Development and Environment in three divisional secretariats (Madirigiriya, Lankapura and Walapane) through the establishment of social enterprise development in three selected divisional Secretariats.</p> <p>The overarching objective of establishing the 14 social enterprises are to increase the income and the resilience of the farmer families through agriculture and non-agriculture social businesses. The selected 14 social enterprises are formed as market driven, community managed and collective production initiatives. These initiatives provide a platform, link and opportunity to empower rural, marginalized women to generate innovative solutions to climate change challenges through traditional and non-traditional income generation activities in a collective endeavor. The key outcomes for the project are, improving resilience and income, diversifying the sources of income of the marginalized farming families, in a fast-changing climatic condition.</p> <p>Management of Incubation Support for the selected 14 social enterprise groups from three divisional Secretariats are expected to provide technical capacity building on three main components; i.e. Social enterprise formation, market facilitation and creating enabling environment to function as social businesses in the selected market environment.</p>
Implementing Partner of UNDP	UNDP
Brief Description of the Required Services ¹	United Nations Development Programme (UNDP) in Sri Lanka wishes to call for Request for Proposals from qualified service providers in Sri Lanka to provide a Proposal for Management of Incubation Support for Selected 14 Social Enterprise Groups to Function in Madirigiriya, Lankapura and Walapane Divisional Secretariats in Polonnaruwa and Nuwara Eliya Districts
List and Description of Expected Outputs to be Delivered	Please refer to Terms of Reference
Person to Supervise the Work/Performance	Programme Analyst, UNDP

¹ 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.

of the Service Provider	
Frequency of Reporting	Monthly
Progress Reporting Requirements	Submit a monthly progress report reflecting the progress
Location of work	Please refer to Terms of Reference
Expected duration of work	06 months
Target start date	10th December 2018
Latest completion date	10th June 2019
Travels Expected	Expected to travel to meet the 14 teams
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> Local Currency LKR
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes
Validity Period of Proposals (<i>Counting for the last day of submission of quotes</i>)	<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
Payment Terms ³	

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNDP CO/BU requiring the service.

³ 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.

		Deliverables	Percentage of Total contract *
	1	Inception Report (Initial visit to the field, identify the stakeholders, identify the target villages, meet the community leaders and provide the inception report)	15%
	2	Report – Selection of the target beneficiaries in collaboration with the relevant government stakeholders and complete required technical trainings mentioned under expected outputs for the target beneficiaries to establish 14 Social Enterprises.	30%
	3	Develop business plans for the covering of 14 social enterprises and seed funding requirements for developing the 14 social enterprises as economically and socially viable business entities	20%
	4	MOUs completed with the relevant stakeholders, Signed the MOUs, established 14 registered Social Enterprises and operational assistance for 2 months to operationalize the MOUs and business plans	25%
	5	Final Report- Provide sustainability plan with technical and management capacity building requirements, marketing strategy and introduction of framework for e-commerce	10%
		Total	100%
	<p align="center">Condition for Payment Release</p> <p>Within thirty (30) days from the date of meeting the following conditions:</p> <p>a) UNDP's written acceptance (i.e., not mere receipt) of the quality of the outputs; and</p> <p>b) Receipt of invoice from the Service Provider.</p>		
Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment.	Programme Analyst, UNDP		
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for Goods and/or Services		

Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non-acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm 14.28% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 42.86% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 42.86% (Please refer TOR for the detail evaluation criteria) <p><u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁵ <input checked="" type="checkbox"/> Detailed TOR (Annex 4)
Contact Person for Inquiries (Written inquiries only) ⁶	<p><i>Damith Chandrasekara</i> <i>Technical Coordinator</i> damith.chandrasekara@undp.org</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>
Other Information [pls. specify]	<p>A pre-bid meeting is schedule on 21st November 2018 at 10.00am at UNDP Conference Room - B at 202-204 Baudhaloka Mawatha, Colombo 07. Bidder participation is highly recommended</p> <p>Technical proposal and Financial Proposals should be submitted in separate seal envelopes. RFP ref reference number should be clearly mark on the envelope)</p> <p>Address: 202-204 Baudhaloka Mawatha, Colombo 7, Sri Lanka</p>

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ 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.

⁶ 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 PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[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, 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.

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

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 <i>[list them as referred to in the RFP]</i>	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
1	Inception Report (Initial visit to the field, identify the stakeholders, identify the target villages, meet the community leaders and provide the inception report)	15%	
2	Report – Selection of the target beneficiaries in collaboration with the relevant government stakeholders and complete required technical trainings mentioned under expected outputs for the target beneficiaries to establish 14 Social Enterprises.	30%	
3	Develop business plans for the covering of 14 social enterprises and seed funding requirements for developing the 14 social enterprises as economically and socially viable business entities	20%	
4	MOUs completed with the relevant stakeholders, Signed the MOUs, established 14 registered Social Enterprises and operational assistance for 2 months to operationalize the MOUs and business plans	25%	
5	Final Report- Provide sustainability plan with technical and management capacity building requirements, marketing strategy and introduction of framework for e-commerce	10%	
	Total	100%	

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

E. Cost Breakdown by Cost Component [please list your components as per the requirement]

The calculation of fees should indicate the Total Cost for an “all-inclusive” cost in Sri Lanka Rupees (LKR) for the following breakdowns, as per the TOR

Description of Activity	Daily Rate	No. of days	Total Rate
I. Resource Team Services			
a. Team Leader			
b. Team Members 1,2,3			
II. Out of Pocket Expenses			
1. Travel Costs			
2. Communications			
III. Others (Please specify)			
IV. All-inclusive total cost LKR			

Please complete the following table with relevant information.

Name of the team member	Qualifications	Years of experience	Role/s undertaken in the assignment

*[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.



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Terms of Reference (TOR)

Management of Incubation Support for Selected 14 Social Enterprise Groups to Function in Madirigiriya, Lankapura and Walapane Divisional Secretariats in Polonnaruwa and Nuwara Eliya Districts

1. PROJECT DESCRIPTION

A. Background

UNDP is the UN's global development network, advocating for change and connecting countries to knowledge, experience and resources to help people build better lives. We are on the ground in 166 countries, working with them on their own solutions for global and national development challenges. Climate change is threatening the sustainability of major development programs implemented by the government of Sri Lanka. Already the impact of climate-related weather anomalies is manifest in reduced agriculture productivity, crop losses, flood and landslide related damage to infrastructure and in increased uncertainty for farm-based livelihoods.

In order to address climate change adaptation issues, UNDP is implementing the project "Addressing Climate Change Impacts on Marginalized Communities Living in the Mahaweli River Basin of Sri Lanka (CCAP)" project. The project is funded by the Adaptation Fund (AF) through the World Food Program (WFP) and aims to build adaptability to climate change through the design and implementation of government development programs.

The project is implemented in collaboration with the Ministry of Mahaweli Development and Environment in three divisional secretariats (Madirigiriya, Lankapura and Walapane) through the establishment of social enterprise development in three selected divisional Secretariats. Under this project, establishment and implementation of 14 social enterprises are planned in collaboration with the three divisional secretariats in Polonnaruwa and Nuwara Eliya districts in North Central and Central Provinces

The overarching objective of establishing the 14 social enterprises are to increase the income and the resilience of the farmer families through agriculture and non-agriculture social businesses. The selected 14 social enterprises are formed as market driven, community managed and collective production initiatives. These initiatives provide a platform, link and opportunity to empower rural, marginalized women to generate innovative solutions to climate change challenges through traditional and non-traditional income generation activities in a collective endeavor. The key outcomes for the project are,

improving resilience and income, diversifying the sources of income of the marginalized farming families, in a fast-changing climatic condition.

Management of Incubation Support for the selected 14 social enterprise groups from three divisional Secretariats are expected to provide technical capacity building on three main components; i.e. Social enterprise formation, market facilitation and creating enabling environment to function as social businesses in the selected market environment.

B. Rationale

Social enterprise is a modern business model developed in many countries to arrest the identified environmental and social issues with profitable business ventures. The project has conducted a participatory assessment with National Enterprise Development Authority (NEDA) and identified the above mentioned 14 social enterprises related to five value chains that could be developed as social enterprises.

The project envisages that the 14 social enterprise groups mentioned above can be promoted as an integrated, market driven, collective business models in collaboration with a wider range of stakeholders from private, public and NGO sectors and develop a sustainable business model addressing issues triggered in the context of climate change. Looking at the key learnings available in Sri Lanka and outside on 'social enterprise' initiatives, UNDP has realized that social enterprises could substantially increase the income of the Small-Scale Producers by improving social coherence connecting the city and the village. Further it could increase and maximize regional agricultural productivity through the empowerment of its stakeholders and increase resilience at regional level and transform vulnerability to resilience (V2R).

There are many organizations in the two districts who are supporting the agriculture business models to move from high external input driven agriculture towards more sustainable form of agriculture using agro-ecology with the aim of developing an environmentally friendly, economically viable, socially responsible sustainable farming systems which safeguards the livelihood of the farmer and ensure safe and healthy food for the consumers at a fair price. In the same way there are many organizations who support the non-agriculture, industrial and commerce ventures to make marginalized communities to produce value added products focusing markets using traditional and modern technologies with the aim of increasing their income.

During the first year of implementation CCAP II Project (Climate Change Adaptation Project - II) developed the concept, built capacities of respective government officers to lead the 14 social enterprises identified to be developed under the CCAP II financial assistance. The project expects to outsource the Management of Incubation Support for these 14 selected social enterprises covering three divisional Secretariats for the remaining time duration of the project.

C. Context of Contracting of Services

The United Nations Development Programme (UNDP), with 50 years of experience in the development sector and having positioned the organization as a thought leader and a knowledge broker in strengthening the social innovation eco system, understand the importance of unearthing entrepreneurial talent and financially and technically supporting them to bring their ideas to life. The process intends to make them a sustainable venture, thus empowering and enabling the rural entrepreneurs of Sri Lanka to make significant contributions within the 2030 Development Agenda.

To provide that support in a coherent manner with the required technical expertise, UNDP wishes to both convene its partners, procure the services of relevant and competent consultants and services providers, in the expert areas of social enterprise incubation, collective market facilitation and to create an enabling environment for innovation, entrepreneurship and start up eco system and other relevant fields using its globally acclaimed procurement standards.

The management of social enterprise incubation support is planned in two stages;

1. Stage I- Develop systems and strategies for social enterprise formation and start-up business in the 14 social enterprises (Four month),
2. Stage II- Operationalizing 14 selected social enterprises and ensuring sustainability of the 14 social enterprises with the relevant stakeholders in the three divisions (two month).

For this purpose, UNDP will contract the services of an organization which possesses the expertise to carry out the initial incubation and management of the 14 social enterprises. The scope of the winning proposals is outlined below. This Terms of Reference lays out the framework to undertake this assignment. The financial proposal of the procured organization must be quoted for the consultancy fee in completing the outputs.

2. SCOPE OF WORK

The service provider is expected to carry out the assignment as per the scope of work outlined below;

Value chain	No.	Social Enterprise	Location	Beneficiaries	Scope of Intervention
Handloom and Textile Garments	01	Handloom and Textile Mini Garment factory	Madirigiriya	30	Select 120 women from the 60 highly vulnerable villages from 3 DS divisions with the support of Divisional Secretary and respective officers of line agencies.
	02	Handloom and Textile Mini Garment factory	Lankapura	30	Provide basic garment and textile skill development training with the technical support of a recognized state training institute.
	03	Handloom and Textile Mini Garment factory	Mahawali system "D"	30	Provide basic vision building and entrepreneur training with the technical support of a recognized state business development institute.
	04	Handloom and Textile Mini Garment factory	Walapane	30	Establishment of 4 Garment Factories as per the government/trade standard. Determine seed funding requirement to operationalize the social enterprise Develop business plan
Agriculture	05	Farmers Market	Madirigiriya	60	To select 180 producers from 60 vulnerable villages. Conduct training on customer relations, marketing & sales strategies. Conduct skill training including Good Market Practices, PGS & GAP certification systems through Provincial and Inter-Provincial Department of Agriculture for the producers.
	06	Farmers Market	Lankapura	60	
	07	Farmers Market	Walapane	60	Develop minimum 20 Input packages 10 Micro Irrigation systems for home gardening and demonstration. Technical assistance to establish minimum 03 Farmer's markets in 3 DSD's and provide technical inputs for sales promotions and market linkages. Develop business plan

					Determine seed funding requirement to operationalize the social enterprise
	08	Rice processing and Seed paddy	Madirigiriya	30	<p>Select 30 women for certified seed paddy production and rice processing and conduct training on the two enterprises.</p> <p>Technical assistance to establish seed purification and rice processing Infrastructure in liaison with Divisional Secretary Madirigiriya.</p> <p>Develop business plan</p> <p>Determine seed funding requirement to operationalize the social enterprise</p>
	9	Value added nursery	Madirigiriya	25	<p>Select 25 small scale nursery owners for business development and formulate a forum for discussion and improvement. Provided necessary skill development trainings and develop business plan.</p> <p>Determine seed funding requirement to operationalize the social enterprise</p>
Dairy products	10	Yogurt Processing center	Walapane	25	<p>Conduct awareness program for 50 dairy farmers on sustainable dairy production.</p> <p>Develop business plan to establish and operationalize 500 Ltr capacity yogurt processing plant.</p> <p>Training of 25 beneficiaries on yogurt preparation.</p> <p>Technical assistance to procure equipment, establish and operate yogurt processing plant for 2 months.</p> <p>Determine seed funding requirement to operationalize the social enterprise</p>

	11	Ice cream processing plant	Lankapura	20	<p>Conduct awareness for 20 dairy farmers on sustainable dairy production.</p> <p>Develop business plan to establish and operationalize 100 Ltr capacity ice cream processing plant.</p> <p>Training 20 beneficiaries on ice cream preparation.</p> <p>Technical assistance to establish and operate an ice cream processing plant for 2 months.</p> <p>Determine seed funding requirement to operationalize the social enterprise</p>
	12	Home based milk products and marketing	Lankapura and Madirigiriya	20	<p>Provide technical assistance to procure chilling tanks.</p> <p>Provided basic awareness and trainings for 20 beneficiaries on home-based milk products and marketing. Design appropriate infrastructure, select two suitable locations and establish.</p> <p>Technical support to establish market linkages and provide operational support for 2 months.</p> <p>Develop business plan</p> <p>Determine seed funding requirement to operationalize the social enterprise</p>
Food Processing	13	Local food processing and marketing (Hela bojun)	Madirigiriya Lankapura and Walapane	45	<p>Identification of three potential locations with the assistance of stakeholders to establish Hela Bojun centers.</p> <p>Select 45 beneficiaries in liaison with provincial and interprovincial Department of Agriculture in the three divisions and provide training on customer service, food preparation and hygiene conditions.</p> <p>Technical assistance to preparation of BOQ's and technical assistance to conduct procurement and construction supervision of Hela Bojun centers.</p>

					Develop business plan Determine seed funding requirement to operationalize the social enterprise
Handy craft	14	Handicraft production and marketing	Madirigiriya Lankapura and Walapane	30	Identify reed and hana based product value chain development with Provincial Industrial Development Department in three divisions. Conduct training for 30 personnel on market-oriented quality production. Establish market linkages and promotions. Develop business plan Determine seed funding requirement to operationalize the social enterprise

As a whole, the consultant agency has to;

- a) Assess the capacity of the 14 social enterprise groups and identify the gaps and required technical support for the development as a social enterprise
- b) Facilitate the leadership development process with the social enterprise group and develop the appropriate organizational structure and governance system in consultation with UNDP and relevant stakeholders
- c) Provide technical support to register the group as a legal entity in the appropriate registration system and complete registration to work as an independent business entity
- d) Assess potential market avenues and develop a market strategy with the 14 social enterprise groups and validate the market strategy with relevant stakeholders
- e) Assess the technical capacity of the 14 enterprise groups and provide required technical trainings and capacity building to produce the required production in expected quality for the identified markets
- f) Assess the gaps of the 14 social enterprises and develop a business plan with an appropriate budget to fill the gaps to start production and run the business in consultation with UNDP

- g) Develop an implementing strategy for the business plan and agree to the terms and conditions in business development with the 14 social enterprises
- h) Develop MOUs between 14 social enterprise groups and relevant stakeholders including UNDP / UNDP delegated organization and ascertain the seed funding requirement for the implementation of the proposed business plan.
- i) Set a specific activity plans and final targets for each of the social enterprises covering the seed funding period.
- j) Provided technical support for market facilitation for 14 social enterprises and start up business as per the business plan and provide mentoring support to access targeted markets
- k) Conduct thorough monitoring and an evaluation of all 14 social enterprises, with a strong feedback mechanism where the 14 social enterprise groups are constantly guided and mentored, with a physical space and in-house expertise available for consultation
- l) Assess the different type of market strategies of the 14 social enterprises and propose one user friendly e-commerce website/ app or business portal for promoting the specific products for different markets at local, national and international level and develop a proposal that could be funded promoting social innovation, business development, start-ups, information and communication technology.
- m) Develop a sustainability plan for each of the social enterprises and submit a final report to UNDP with recommendations to ensure social enterprise incubation, market facilitation and enabling environment for the year 2019

3. EXPECTED OUTPUTS

- a) Training and Development - Component 01: Selection of beneficiaries with the assistance of stakeholder institutions covering 14 social enterprises and conduct appropriate training to develop entrepreneur capacity and develop institutional framework to run the business skills as follows.

No	Name of Social Enterprise	No. of Beneficiaries to be trained	No of Training Days
1	Handloom and Textile Mini Garment factory – Madirigiriya	30	1
2	Handloom and Textile Mini Garment factory – Lankapura	30	1
3	Handloom and Textile Mini Garment factory – Mahaweli System “D”	30	1
4	Handloom and Textile Mini Garment factory – Walapane	30	1
5	Farmers Market	60	1
6	Farmers Market	60	1
7	Farmers Market	60	1
8	Rice processing and Seed paddy	30	1
9	Value added nursery	25	1
10	Yogurt Processing center	25	1
11	Ice cream processing plant	20	1
12	Home based milk products and marketing	20	1
13	Local food processing and marketing (Hela Bojun)	45	1
14	Handicraft production and marketing	30	1
	Total	495	14

- b) The course modules and adequate number of resource materials will be provided by UNDP.
- c) Training and Development - Component 02: To provide required technical capacity building support and trainings for the 14 social enterprise groups as follows to improve the skills to supply required products to the identified markets at expected quality.

No	Name of Social Enterprise	No. of Beneficiaries to be trained	No of Training Days
1	Handloom and Textile Mini Garment factory - Madirigiriya	30	5
2	Handloom and Textile Mini Garment factory - Lankapura	30	5
3	Handloom and Textile Mini Garment factory – Mahaweli System “D”	30	5
4	Handloom and Textile Mini Garment factory - Walapane	30	5
5	Farmers Market - Madirigiriya	60	3
6	Farmers Market-Lankapura	60	3
7	Farmers Market - Walapane	60	3
8	Rice processing and Seed paddy - Madirigiriya	30	3
9	Value added nursery - Mahaweli	25	3
10	Yogurt Processing center - Walapane	25	3
11	Ice cream processing plant – Lankapura & Madirigiriya	20	3
12	Home based milk products and marketing – Madirigiriya, Lankapura	20	3
13	three Local food processing and marketing Associations (Hela Bojun)- Madirigiriya, Lankapura, Walapane	45	3
14	Three Handicraft production and marketing associations – Madirigiriya, Lankapura and Walapane	30	3
	Total	495	50

- d) The course modules and adequate number of resource materials will be provided by UNDP
- e) Form 14 social enterprise initiatives as legal entities and establish transparent financial and management systems to run as community owned business models which are operated and governed by targeted entrepreneurs.
- f) Develop market strategies for the 14 social enterprises along with Business Plans and e-commerce mechanism to facilitate market linkages at local, district, provincial, national and international levels and linked the businesses to potential market avenues.
- g) Develop following MOUs required with relevant stakeholders to ensure transparency and accountability of the 14 social enterprises and create capacity to transfer seed funding to the respective 14 social enterprises for start-up and smooth growing and running the business in the initial stage

No	Name of Social Enterprise	Name of Agency entered MOU
1	Handloom and Textile Mini Garment factory - Madirigiriya	a. Divisional Secretary - Madirigiriya b. Madirigiriya Garment Factory c. UNDP/UNDP delegated entity
2	Handloom and Textile Mini Garment factory - Lankapura	a. Divisional Secretary - Lankapura b. Lankapura Garment Factory c. Provincial Department of Industry Development NCP d. UNDP/UNDP delegated entity
3	Handloom and Textile Mini Garment factory – Mahaweli System “D”	a. RPM Mahaweli – system D b. Mahaweli Garment Factory c. Sri Lanka Institute of Textile and Apparel. d. UNDP/UNDP delegated entity
4	Handloom and Textile Mini Garment factory - Walapane	a. Divisional Secretary - Walapane b. Lankapura Garment Factory c. UNDP/UNDP delegated entity
5	Farmers Market - Madirigiriya	a. Department of Agrarian Service- Madirigiriya b. Interprovincial Department of Agriculture c. Farmer Market Vendor Forum- Madirigiriya d. UNDP/UNDP delegated entity
6	Farmers Market-Lankapura	a. Department of Agrarian Service- Lankapura b. Interprovincial Department of Agriculture c. Farmer Market Vendor Forum- Lankapura d. UNDP/UNDP delegated entity
7	Farmers Market - Walapane	a. Department of Agrarian Service- Walapane b. Provincial Department of Agriculture c. Farmer Market Vendor Forum - Walapane d. UNDP/UNDP delegated entity
8	Rice processing and Seed paddy - Madirigiriya	a. Provincial Department of Agriculture b. Haritha Farmer Association - Madirigiriya c. UNDP/UNDP delegated entity
9	Value added nursery - Mahaweli	a. Mahaweli Authority – D system b. Mahaweli nursery Association - Madirigiriya c. UNDP/UNDP delegated entity
10	Yogurt Processing center - Walapane	a. Divisional Secretary Walapane b. Galakadapathana dairy Association c. Provincial Department of Animal Production and Health -Ragala d. UNDP/UNDP delegated entity

11	Ice cream processing plant - Lankapura	a. Divisional Secretary – Lankapura b. Pulathisi Dairy Producer Cooperative c. Provincial Department of Animal Production and Health d. UNDP/UNDP delegated entity
12	Home based milk products and marketing – Madirigiriya, Lankapura	a. Divisional Secretary – Lankapura b. Lankapura Madirigiriya Dairy Producer association c. Provincial Department of Animal Production and Health d. UNDP/UNDP delegated entity
13	Three Local food processing and marketing (Hela Bojun)- Medirigiriya, Lankapura, Walapane	a. Divisional Secretaries- Madirigiriya, Lankapura and Walapane b. Three Food Processing Associations @ Madirigiriya, Lankapura and Walapane c. UNDP/ UNDP delegated entity
14	Handicraft production and marketing – Madirigiriya, Lankapura and Walapane	a. Divisional Secretaries- Madirigiriya, Lankapura and Walapane b. Handy craft producer associations @ Madirigiriya, Lankapura and Walapane c. UNDP/ UNDP delegated entity

- h) Develop strategy for ensuring sustainability of the initiated 14 social enterprises and provide recommendation reports for 14 social enterprises business development and leverage.

4. INSTITUTIONAL ARRANGEMENT

The Service Provider will be contracted by UNDP Sri Lanka. The principal responsibility for managing the contract resides with UNDP Engagement and Partnerships. The service provider will be required to report to UNDP Climate Change Adaptation Project's (CCAP) Technical Coordinator for contractual purposes. For the chosen entity, following the evaluation the contract will be awarded for a cumulative amount which is the total of the quoted financial proposal and the amount of the Social Enterprise incubation facilitation.

The CCAP Project, Technical Coordinator will work closely with the service provider on a day-to-day basis to ensure deliverables are achieved in accordance with the TOR.

5. DURATION OF THE WORK

a) The expected duration of the assignment is six months from the time of entering into the contract. Please note that it is critical to adhere to the six-month timeline, as this is a critical priority for the core partners in accordance with project timelines.

b) The target date of commencement of the work will be 10th December 2018, with the expected date of full completion of the assignment being 10th June 2019, making only acceptable allowances for any un-envisaged challenges.

6. DUTY STATION

The service provider will be required to provide regular updates to the UNDP, which is based in Colombo.

7. QUALIFICATIONS OF THE SERVICE PROVIDER

a) Expertise of the service provider

The entity should have the expertise on training and development in the areas of social enterprise development covering agro-ecology value chain development, enterprise development, facilitating social enterprise development programs, facilitating social enterprise incubation, market facilitation, entrepreneurship, business development or any other related field, and should have provable experience of handling similar or related assignments.

b) Expertise of the Resource team.

The service provider will be expected to assign a team leader/team manager. She/he will be the focal point in relation to deliverables (conforming to the Terms of Reference and schedule). She/he will assume the overall responsibility for distributing the work among team members commensurate with their skills and experience.

Including team leader, the resource team should consist not more than 6 technical members to support for the 14 social enterprises and recommended qualifications of the technical/resource team as follows;

No	Position Assigned	Area of Expertise	Minimum Qualification	Experience in the relevant area of expertise
Technical/Resource Team				
01	Team Leader/Manager	Project Management, Business, Management, Social Sciences, Agriculture or any other related field.	Master's Degree	Minimum 10 years
02	Technical Coordinator	Project Management, Business, Management or Social Sciences, Event Management or any other related field.	Bachelor Degree or above	Minimum 05 years
03	Agricultural Specialist	Agriculture, Natural Resources Management Agronomics, Animal science or any other related field	Master's Degree	Minimum 10 years
04	Enterprise Development Expert	Agriculture Economics, Business Administration, Entrepreneurship, Enterprise Development or any other related field	Master's Degree	Minimum 10 years
05	Textile & Apparel Expert	Production and Quality Management in Textile and Apparel Technology	Master's Degree	Minimum 10 years
06	Food Security, Rural Development Expert	Economics, Project Management, Business Management or any other related field	Master's Degree	Minimum 10 years
Supporting Staff				
07	Finance and Admin assistant/s	Finance, management or any other related field	Diploma	Minimum 02 years

8. SELECTION OF SERVICE PROVIDER

Overall technical evaluation criteria:

	Summary of Technical Proposal	Total Point
<u>Part 1: Expertise of Service Provider</u>		100
<u>Part 2: Proposed methodology, work plan and approach</u>		300
<u>Part 3: Resource team capacity</u>		300
Total		700

Details of evaluation criteria and marking scheme:

Part 1: Competence/expertise of the organization:

No	Criteria	Points
1.1.	The capacity of the organization in undertaking similar assignments in working with the agriculture communities, rural women, social enterprises, climate change adaptation	25
1.2	Previous experience of the working on developing markets, private sector, facilitating communities to access the markets	50
1.3	Previous experience working with different government entities and collaborating with the communities to facilitate clients and partners	25

Part 2: Proposed methodology, work plan and approach:

No	Criteria	Points
2.1	Methodology and approach (based on an understanding of the objectives, sound methodology, and realistic approach)	150
2.2	Realistic work plan, including details on specific tasks and timeline as well as contingency measures	150

Part 3: Resource team

No	Criteria	Points
3.1	Previous work experience of resource team	100
3.2	Sufficient human resources to undertake scope of work and deliverables	50
3.3	Relevant academic and professional qualifications of resource team	150

9. FINANCIAL PROPOSAL

Price Schedule:

E. Cost Breakdown per Deliverable*

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

S.N	Deliverables	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive)
01	Inception Report (Initial visit to the field, identify the stakeholders, identify the target villages, meet the community leaders and provide the inception report)	15	
02	Report – Selection of the target beneficiaries in collaboration with the relevant government stakeholders and complete required technical trainings mentioned under expected outputs for the target beneficiaries to establish 14 Social Enterprises.	30	
03	Develop business plans for the covering of 14 social enterprises and seed funding requirements for developing the 14 social enterprises as economically and socially viable business entities	20	
04	MOUs completed with the relevant stakeholders, Signed the MOUs, established 14 registered Social Enterprises and operational assistance for 2 months to operationalize the MOUs and business plans	25	
05	Final Report- Provide sustainability plan with technical and management capacity building requirements, marketing strategy and introduction of framework for e-commerce	10	

F. Cost Breakdown of Resource Personnel

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Training -Component 01				
Team Leader				
Technical Resource Person/s				
Supporting staff				
2. Training -Component 02				
Team Leader				
Technical Resource Person/s				
Supporting staff				
3. Registration and establishment as 14 Legal business entities				
Team Leader				
Technical Resource Person/s				
Supporting staff				
4. Preparation of 14 business models				
Team Leader				
Technical Resource Person/s				
Supporting staff				
5. Develop framework for e-commerce and market strategies to function 14 social enterprises				
Team Leader				
Technical Resource Person/s				
Supporting staff				
6. Preparation of 14 business plans and seed funding requirements				
Team Leader				
Technical Resource Person/s				
Supporting staff				
7. Preparation of 48 MOUs and operationalized for 2 months				
Team Leader				
Technical Resource Person/s				
Supporting staff				

G. **Financial Proposal Summary**

	Description	Per training cost (LKR)	Number of trainings	Total Amount (LKR)	Remarks
01	Technical /Resource persons payments				
02	Technical/Resource persons accommodation & food.				Accommodation not required for participants
03	Food and refreshment cost for the trainees for day programmes [Cost per training programme = Rs. 500.00 x No of participants]				Maximum of Rs 500 for meals allocated per person per day for lunch and 2 tea breaks
04	Training Venue				Community centres or local government establishments to be utilised. Maximum Rs. 20,000 per day is allocated per venue
05	Technical/Resource Team Traveling cost				
06	Communication costs of Technical/Resource Team				
07	Administrative costs				
08	Any other costs – Please specify				
	All-inclusive lump Sum amount				

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