



Re-REQUEST FOR PROPOSAL (RFP) (For Low-Valued Services)

NAME & ADDRESS OF FIRM	DATE: April 4, 2022
	REFERENCE: RFP-DJI-2022-002

Dear Sir / Madam:

We kindly request you to submit your Proposal for Consulting Firm to Provide Social Business Acceleration Support for Rising Djibouti Project.

Proposals shall be submitted on or before 4.30 p.m. (local time) on **Monday, April 18, 2022**

and Bid submission address: **bids.dj@undp.org**

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

Your Proposal must be expressed in the English / French and valid for a minimum period of 90 days.

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

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

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/business/protest-and-sanctions.html>

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 :

https://www.un.org/Depts/ptd/sites/www.un.org.Depts.ptd/files/files/attachment/page/pdf/unsc/conduct_english.pdf

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Deputy Resident Representative

April 4, 2022

Description of Requirements

Context of the Requirement	<p>The impact of COVID-19 has harshly impacted the domestic economy of Djibouti. In order to provide a strategic and sustainable stimulus package which have ingredients of sustainable development, the government of Djibouti has announced the National Solidarity Pact and sought support from the development partners. UNDP, as the leading UN Agency in supporting Socio-Economic Recovery Plans to the countries globally, supported the government of Djibouti in developing National Solidarity Pact, Socio-economic Recovery Plan leading up to the formulation of National Development Plan – Djibouti ICI. Building upon initial but crucial support mechanisms - the Rising Djibouti campaign which embraced the notion of from citizen to citizen and had crowdfunding at its core, UNDP developed a portfolio of Socio-Economic Recovery Interventions under the same name – Rising Djibouti.</p>
Implementing Partner of UNDP	Rising Djibouti Project, UNDP Djibouti
Brief Description of the Required Services	<p>Rising Djibouti is seeking the services of a National Firm that could provide one-stop-shop solution to the new and existing MSMEs. The services include the establishment – registration, branding, website designing, market research support and operation guidance for the new MSMEs. For the existing MSMEs, the services will include the operation and technical support depending upon the needs and budget availability.</p> <p>The National Firm will function like an Acceleration and Incubation Hub for the new and existing firms for three to five months starting May 2022. The duration and nature of the support will be determined after a quick needs assessment and financial analysis to support the needs. The 50 MSMEs to be supported will be selected from the 142 graduates of the Social Business Development Training provided by the UNDP in collaboration with the KnowGoGrow Foundation and supported by USAID and MEFI.</p>
List and Description of Expected Outputs to be Delivered	<p>Objective</p> <p>The objective of the Services is to provide Business Development and Incubation Support to the COVID Socio-Economic Recovery Social Business Projects under the Rising Djibouti Portfolio.</p> <p>The purpose of this assignment is to hire a social business incubation and acceleration company to support the Social Business Lead Expert for the business development approaches, strengthening existing MSMEs' business development approaches and fostering innovation and structural transformation to promote social micro and small-scale businesses.</p> <p>The expected result of the Generation and incubation of 50 social businesses is to help ventures start, grow and scale - leading to commercial success and positive development outcomes contributing to the achievement of the SDG.</p> <p>Scope of work of the assignment:</p> <p>A social business acceleration company (referred to as "the company hereafter) with a track record of supporting social business development through financial readiness and digitalization of the business processes and supporting the new businesses through the business incubation and acceleration processes will be crucial to support the Business Development and Incubation component of the Rising Djibouti portfolio.</p> <p>The company which will have adequate knowledge of social business development approaches, adequate human resources and technical know-how will provide business acceleration and</p>

	<p>incubation support to the social businesses identified and trained through the KnowGoGrow Approach.</p> <p>The support will mainly focus on identifying the missing middles in terms of services, products, operationalization requirements, or market outreach aspects. The incubation support will not be a long and dragged process. The incubation support will be customized each individual MSME under consideration to ensure optimal benefit from the time and resources invested on those MSMEs.</p> <p>The Company in close collaboration with Social Business Lead Expert and Access to Finance Expert will support Ministry of Finance, Economy and Ministry of Women and Family and Center for Leadership and Entrepreneurship (CLE) in developing women and youth centric "Social Business Accelerator Hub" to increase financial inclusion of women in the blue and green economy based socio-economic recovery pathways.</p> <p>To ensure that ideas with higher potential to succeed receive required / desired support during the incubation phase, the Business incubation and acceleration Company will develop a Supply and demand Support Tracking tool and create Innovation Platform. The Tracking tool and Innovation Platform will be a digital application which will help identify appropriate combination of business initiation and incubation support options based upon the input information such as size, nature, geographic location, scope and investment needs of the interested business. The Tracking tool and the Innovation Platform will be a membership based online tool. The results of the analysis will identify the incubation support options which will include a right mix of technical, innovative financial and material support elements customized for each category of MSME.</p> <p><u>Summary of Key Functions:</u></p> <p>The Company will:</p> <ul style="list-style-type: none"> • Develop and implement a digital application to be launched on the existing digital platforms to serve as the one-stop support system for MSMEs. • Provide one-stop-shop business development support to social businesses. The business development support includes but is not limited to business registration, branding, market outreach and acceleration support. • In collaboration with Access to Finance Expert develop a Supply and demand Support Tracking tool and Design Support Packages • Provide up to 3 months long post business establishment to support the newly established businesses <p>Methodology / Approach of the Service</p> <p>The overall objective of the Rising Djibouti Portfolio is to support socio-economic recovery in the post COVID-19 triggered impact and contribute towards the process of building back better and bouncing back stronger. The approach includes supporting the existing businesses through the Intensive Care Unit Approach and the new businesses through MSME Business Challenge Camp, Incubation and Acceleration Support.</p> <p>Through this assignment the firm will provide business incubation and acceleration support as well to 50 MSMEs. The business incubation phase will mainly focus on identifying the missing middles in terms of services, products, operationalization requirements, or market outreach aspects. The incubation and acceleration support will be customized to each individual MSME under consideration to ensure optimal benefit from the time and resources invested in those MSMEs.</p> <p>To ensure that ideas with higher potential to succeed receive required/desired support during the incubation phase, the firm will develop a Supply and demand Support Tracking tool and create an Innovation Platform. The Tracking tool and Innovation Platform will be a digital application that will help identify an appropriate combination of business initiation and incubation support options</p>
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based upon the input information such as size, nature, geographic location, scope and investment needs of the interested business. The Tracking tool and the Innovation Platform will be a membership-based online tool. The results of the analysis will identify the incubation support options which will include the right mix of technical, innovative financial and material support elements customized for each category of MSME.

The business development, incubation and acceleration services will include among other support to improve the prototypes, business plans, raw material sourcing, human resource sourcing, identifying beachhead market (for innovative services or products); product promotion plans, and basic business management skills.

During this phase, the firm will also **provide technical support and capacity enhancement support such as assisting the qualified MSMEs** (both existing and new) with the legal requirements, i.e. registration or renewal of the businesses, tax payment procedures, developing business plan, financing plan, production and access to market plan, identifying the potential suppliers of raw material, customer identification, identifying beachhead market (for innovative services or products); product promotion plans, basic business management skills and other administrative services to help these business become operational within a short period after being conceptualized.

The project will provide targeted support to the business ideas to help them transform into operational MSMEs thereby contributing to national economy, generating employment, and creating options for local products and services.

The project will support the MSMEs in two ways: a) by providing customized support to the existing MSMEs which have been affected by the COVID-19 pandemic and b) by supporting the establishment of the new MSMEs in the green and blue sectors. The existing and potential MSMEs will be selected from among the 142 Social Businesses identified during the Social Business Training. The project activities will be implemented in partnership with the leading government agency(ies), development partners and the private sector. The end result of the MSME support is to build and develop businesses and improve market access for the products and services generated by these MSMEs.

In all cases, the reports must be communicative, easy on the eye, and designed to the standards and specifications of the United Nations Development Programme. UNDP will provide guidance on the design standards and specifications.

Eligibility Criteria

Requirement
<p>The prospective Service Provider is expected to meet the following minimum requirements:</p> <ul style="list-style-type: none"> • The Company has to be registered in Djibouti with all the legal documents valid and up-to-date as per the requirements • The Company must have at least 3 years of practical experience • The company will have a proven track record of supporting social businesses, especially the MSME category with constraints in capital and capacities. • The company needs to demonstrate the success cases, with preference to the country context similar to the Djiboutian context. • The company needs to demonstrate the capacity to deploy existing staff and recruit national experts as needed • Experience in business acceleration, incubation and establishment in a one-stop-shop approach would be highly desirable. • Existing collaboration with international firms and organizations specializing in Social Business and Social Entrepreneurship development for knowledge transfer and market access enhancement for the MSMEs will be an asset.

- The team will need to have an excellent understanding of and experience of developing and implementing the tools and approaches for supporting MSMEs in developing countries.
- Existing or potential partnerships or working relationships with other specialized firms or companies to support the acceleration of the Business Development and Incubation Support will be highly desirable.
- All members of the team must be fluent in oral and written French and have working knowledge of English. Fluency in spoken Somali and Afar among the team members is mandatory.
- Valid registration or license and VAT registration (if applicable)
- Last 2 years audited financial statement to be attached with the Proposal. (English translation is required for documents if it is in other languages). UNDP reserves the right to confirm the validity of the registrations;

The multi-disciplinary team should comprise members with the following educational qualifications, experience and competencies:

Expected Outputs:

The consulting firm is expected to conduct the following activities:

Deliverables / Outputs	Deliverable Due Period (start the first day of signing contra stated otherwise)
1. Digital applications developed and launched to provide administrative, logistical and technical services to the MSMEs	15 person-days
2. Conduct Business Incubation for the 50-business ready and financially viable social businesses	100 person-day
3. Progress Report on the status of the business development support provided for 50 social businesses	5 person-days
4. Develop Concept for Post-establishment Support to the businesses	5 person-days
5. Final Progress Report	5 person-days
Total Duration	130 person-day

* Person-days refers to the cumulative number of working days of the team

Institutional Arrangements/ Reporting

Team Leader will be responsible for the overall quality of the required deliverables (Section 5) of the activities described in the Scope of Work and Detailed Activities in Sections 3 and 4. UNDP will liaise with the Team Leader in the matters of the scope of work, progress updates and any other activities related to this assignment.

The Team Leader will be responsible for the day-to-day activities and will be responsible for the periodic progress updates. A bi-weekly meeting will be arranged between the UNDP and the firm to touch base on the progress and discuss the challenges or adaptive management approaches if needed. The Team Leader will be supported by the Project Coordinator of the Rising Djibouti Portfolio for better coordination and facilitation with the stakeholders and partners as needed.

	<p>The individual and sector experts of the team such as market research experts, legal experts, and finance experts (as mentioned in Section F) will work under the overall leadership of the Lead Consultant and the Team Leader.</p> <p><u>Duration of the Work</u> The total anticipated duration of this consultancy is a maximum of 130 person- days (please note that person-days and the working days are not the same. Person days refer to the total number of days put together by the team members) spread over 5 months. However, bidders are allowed to propose a realistic number of days for each expert. The timeline provided is for information. A justification should be provided for the proposed number of days for each expert.</p> <p><u>Duty Station:</u> Djibouti, Republic of Djibouti</p> <p><u>Travel:</u> Travel to the regions is not foreseen for this assignment. However, if the bidder deems necessary, the travel plans can be submitted along with the technical proposal. The Financial Proposal has to specify the cost breakdown of the travel and logistics. If the financial proposal is submitted as lump sum all the costs associated with the travel and logistics will be borne by the firm.</p> <p><u>Schedule of Payments:</u> The cost of the contract will be fixed for the successful contractor. No adjustment will be made on the assignment period and price determined by the signed contract. The price should take into account all HR, operations, fees, travel, logistics, etc. for all activities mentioned under outputs and deliverables.</p> <p>For each phase, UNDP will make payments, by bank transfer to the contractor's bank account, upon acceptance of the deliverables achieved by the contractor. Payment will be made in tranches based on milestone deliverables upon submission of invoices and upon certification of the work completed.</p> <table border="1" data-bbox="422 1137 1417 1568"> <thead> <tr> <th>Payment schedule</th> <th>Deliverables</th> <th>Timeline of deliverables</th> <th>Percentage of payment</th> </tr> </thead> <tbody> <tr> <td>1st Installment: 20% of the total contract value</td> <td>Upon Achieving deliverables 1.</td> <td><u>Within 15 days after contract signing</u></td> <td>20 %</td> </tr> <tr> <td>2nd Installment: 35 % of the total contract value</td> <td>Upon Achieving deliverable 2</td> <td><u>Within 50 days of Contract Signing</u></td> <td>35 %</td> </tr> <tr> <td>3rd installment: 35% of the total contract value</td> <td>Upon Achieving deliverables 3</td> <td><u>Within 100 days of Contract Signing</u></td> <td>35%</td> </tr> <tr> <td>4th installment and final installment: 10% of the total contract value</td> <td>Upon Achieving deliverables 5 and 6</td> <td><u>Within 120 days of Contract Signing</u></td> <td>10 %</td> </tr> </tbody> </table>	Payment schedule	Deliverables	Timeline of deliverables	Percentage of payment	1 st Installment: 20% of the total contract value	Upon Achieving deliverables 1.	<u>Within 15 days after contract signing</u>	20 %	2 nd Installment: 35 % of the total contract value	Upon Achieving deliverable 2	<u>Within 50 days of Contract Signing</u>	35 %	3 rd installment: 35% of the total contract value	Upon Achieving deliverables 3	<u>Within 100 days of Contract Signing</u>	35%	4 th installment and final installment: 10% of the total contract value	Upon Achieving deliverables 5 and 6	<u>Within 120 days of Contract Signing</u>	10 %
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Person to Supervise the Work/Performance of the Service Provider	Chief Technical Advisor																				
Frequency of Reporting	<i>As indicated in the ToR</i>																				
Progress Reporting Requirements	<i>As indicated in the ToR</i>																				
Location of work	<input type="checkbox"/> Exact Address/es <i>As indicated in the ToR</i>																				

Expected duration of work	Duration of the assignment will be <u>5 (five) months</u>
Target start date	Apr 24, 2022
Latest completion date	Sep 10, 2022
Travels Expected	<i>As indicated in the ToR</i>
Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Others <i>[pls. specify]</i>
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input checked="" type="checkbox"/> Others As per ToR
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, DJI Franc
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be inclusive of VAT <u>[Please indicate the % of VAT as separate line item] if applicable</u>
Validity Period of Proposals <i>(Counting for the last day of submission of quotes)</i>	<input checked="" type="checkbox"/> 90 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	Payment schedule	Deliverables	Timeline of deliverables	Percentage of payment
	1 st Installment: 20% of the total contract value	Upon Achieving deliverables 1.	<u>Within 15 days after contract signing</u>	20 %
	2 nd Installment: 35 % of the total contract value	Upon Achieving deliverable 2	<u>Within 50 days of Contract Signing</u>	35 %
	3 rd installment: 35% of the total contract value	Upon Achieving deliverables 3	<u>Within 100 days of Contract Signing</u>	35%
	4 th installment and final installment: 10% of the total contract value	Upon Achieving deliverables 5 and 6	<u>Within 120 days of Contract Signing</u>	10 %
Person(s) to review/inspect/approve outputs/completed services and authorize the disbursement of payment	Chief Technical Advisor on the Project			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Contract for Professional Services			
Criteria for Contract Award	<input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNDP Contract General Terms and Conditions (GTC). This is a mandatory criterion and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<p>Evaluation and comparison of proposals: Prior to the technical evaluation all proposals will be screened based on the minimum eligibility criteria mentioned below:</p> <p>Eligible criteria:</p> <p>The prospective Service Provider is expected to meet the following minimum requirements:</p> <ul style="list-style-type: none"> • The Company has to be registered in Djibouti with all the legal documents valid and up-to-date as per the requirements • The Company must have at least 3 years of practical experience • The company will have a proven track record of supporting social businesses, especially the MSME category with constraints in capital and capacities. • The company needs to demonstrate the success cases, with preference to the country context similar to the Djiboutian context. • The company needs to demonstrate capacity to deploy existing staff and recruit national experts as needed • Experience in business acceleration, incubation and establishment in one-stop-shop approach would be highly desirable. • Existing collaboration with international firms and organizations specializing in Social Business and Social Entrepreneurship development for knowledge transfer and market access enhancement for the MSMEs will be an asset. 			

- The team will need to have excellent understanding of and experience of developing and implementing the tools and approaches of supporting MSMEs in developing countries.
- Existing or potential partnerships or working relationship with other specialized firms or companies to support acceleration of the Business Development and Incubation Support will be highly desirable.
- The team members must be fluent in oral and written French and working knowledge of English. Fluency in spoken Somali and Afar among the team members is mandatory.
- The Firm must have minimum of 2 years of experience in digital training module and content development (i.e. cartoon animation/ short video contents etc.) and conducting training especially related to life skills, education, learning management system or similar service
- Valid registration or license, TIN and Vat registration (if applicable)
- Last 2 years audited financial statement to be attached with the Proposal. (English translation is required for documents if it is in other languages). UNDP reserves the right to confirm the validity of the registrations;

The multi-disciplinary team should comprise members with the following educational qualifications, experience and competencies:

Qualifications of Key Personnel:

Provide the CVs for key personnel that will be provided to support the implementation of this assignment. CVs should demonstrate qualifications in areas relevant to the Scope of Services and include signed declaration.

Expected qualification of team:

Minimum Eligibility and qualifications of Key personnel

Sl.	Key Position	No.	Required Minimum Qualification
1.	Task Manager / Team Leader	1	<p>Academic Qualification At least bachelor's degree in business administration, corporate law, economics, management science</p> <p>Experience :</p> <ol style="list-style-type: none"> 1. At least 5 years of professional experience in business development, entrepreneurship and development studies 2. Knowledge and experience of supporting social businesses 3. Proven experience of leading a multi-disciplinary team of business development, enterprise development and incubation support experts. 4. Proven experience of developing training modules for the bootcamps related to business development, start-up support, incubation, innovation and acceleration. 5. In depth knowledge of how the businesses are established and operated in wide spectrum of business environments with particular importance to the Horn of African perspective <p>Competencies: Language: High Proficiency in French. Working knowledge of English and proficiency in Somali or Afar.</p>
2.	Project Staff / Team Members (Market Researcher)	1	<p>Academic Qualification: ▪ A minimum of a University Degree in Marketing, or related degree.</p> <p>Experience</p>

			<ol style="list-style-type: none"> 1. A minimum of 3 years of professional experience and proven expertise and experience designing and conducting access to market assessment 2. Experience in designing the access to market options and branding options to facilitate the marketing the products and services produced and provided (respectively) by the successful businesses which are incubated and/or accelerated. <p>Language: High Proficiency in French. Working knowledge of English and proficiency in Somali or Afar.</p>	
3.	Project Staff / Team Members (Finance Analyst/Economist / Macroeconomist / Econometrics Analyst)	1 each	<p>Academic Qualification: A minimum of a Bachelor's Degree in Economics, Finance, or closely relevant subject.</p> <p>Experience:</p> <ul style="list-style-type: none"> • Experience of developing and training on the financial literacy, financial viability, Knowledge of macroeconomic – including PFM, fiscal, macro-financial, monetary and exchange rate, the banking sector and Central banking, international trade - concepts, principles and policies and ability to apply to strategic and/or practical situations. • knowledge of global macroeconomic trends and ability to collect and analyse macroeconomic data at country level. • Knowledge of sustainable development concepts, principles and issues and the ability to apply to strategic and/or practical situations, covering the economic, social and environmental dimensions. <p>Language: High Proficiency in French. Working knowledge of English and proficiency in Somali or Afar</p>	
4.	Project Staff / Team Members (Legal Expert/Lawyer)		<p>Academic Qualification: A minimum of a bachelor's degree in law or legal studies</p> <p>Experience:</p> <ul style="list-style-type: none"> • Hands on experience of drafting contracts and preparing other legal documents to facilitate the business establishment processes in Djibouti • Well informed about the legal requirements and legal procedures with respect to the business development and business registration in Djibouti • Prior experience of providing training on the legal matters to the new and aspiring businesses will be an asset • Experience of handling the legal matters related to the establishment of the small businesses <p>Language: High Proficiency in French. Working knowledge of English and proficiency in Somali or Afar</p>	

Note: Proposers must submit necessary documents to substantiate above eligible criteria. Proposals which shall not submit/meet above mentioned eligible criteria will not be considered to further evaluation.

The firm must provide CVs of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/ function and other related information.

Technical Proposal (70%)

☒ Background experience/ Expertise of Firm

☒ Adequacy and comprehensiveness of the Proposal (concept, approach, work plan)

☒ Qualifications and competence of the key staff for the Assignment

BASIS OF TECHNICAL EVALUATION

Financial Proposal (30%)

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The Contract will be awarded to the bidder offering the 'best value for money'. The Contract will be awarded to the Contractor based on the cumulative method. The formula for the rating of the Proposals will be as follows:

Rating the Technical Proposal (TP):

TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100

Rating the Financial Proposal (FP):

FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100

Total Combined Score:

(TP Rating) x (Weight of TP, e.g. 70%) + (FP Rating) x (Weight of FP, e.g., 30%)

=Total Combined and Final Rating of the Proposal

The Proposal obtaining the overall highest score after adding the score of the technical Proposal and the financial Proposal is the Proposal that offers best value for money.

Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of the Firm	30%	300
2.	Proposed Methodology, Approach and Implementation Plan	40%	400
3.	Management Structure and Key Personnel	30%	300
Total		100% (which will carry 70 % weightage in the overall evaluation)	1000

Technical Proposal Evaluation (Form I)		Points obtainable
Expertise of the Firm / Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	30

	<p>1.2 General Organizational Capability which is likely to affect implementation.</p> <ul style="list-style-type: none"> - Strength of the Project Management Support - Internal quality assurance mechanisms - Project Financing Capacity - Project Management Control 	90
	<p>1.3 Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)</p>	15
	<p>1.4 Quality assurance procedures and risk mitigation measures</p>	25
	<p>1.5 Relevance of:</p> <ul style="list-style-type: none"> - Specialized Knowledge in social business development, acceleration of the small and micro businesses, conducting social business camps, and facilitating access to finance support to the new businesses and start-ups - Hands on experience on managing or leading at least 5 Similar Programme / Projects - Collaboration with the social business entities globally - Work for UNDP/ major multilateral/ or bilateral programmes 	140
	Sub -Total	300
Technical Proposal Evaluation (Form II)		Points obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	30
2.2	Have the important aspects of the task been addressed in sufficient detail?	25
2.3	Are the different components of the proposal adequately weighted relative to one another?	20
2.4	Is the proposal based on a survey of the project environment and was this data input properly used in the preparation of the proposal?	55
2.5	Is the conceptual framework adopted appropriate for the task?	65
2.6	Is the scope of task well defined and does it correspond to the TOR?	120
2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	85
	Sub-Total	400
Technical Proposal Evaluation (Form III)		Points obtainable
Management Structure and Key Personnel		
3.1	Task/Project Manager / Team Leader / General Qualification	120
	- Relevant Academic Qualifications as specified in Section F of the Terms of Reference	10
	- International experience	20
	- Business Development and Mentoring Experience	40
	- Professional experience in the area of specialization	35

	- Knowledge of Djibouti's entrepreneurship development environment	10	
	- Language qualification	5	
	3.3 Project Staff/ Associate Consultants Market Researcher		60
	General Qualification		
	Suitability for the project		
	- Relevant Academic Qualifications as specified in Section F of the Terms of Reference	5	
	- International /National experience	5	
	- Professional experience in the area of specialization	20	
	- Knowledge of Djibouti's market dynamics and enabling environment for enhancing access to market	25	
	- Language qualification	5	
	3.4 Project Staff/ Associate Consultants Finance Analyst / Economist		60
	General Qualification		
	Suitability for the project		
	- Relevant Academic Qualifications as specified in Section F of the Terms of Reference	5	
	- International /National experience	5	
	- Professional experience in the area of specialization	20	
	- Knowledge of micro-financing and access to finance elements in Djibouti	25	
	- Language qualification	5	
	3.5 Project Staff/ Associate Consultants Legal Support,		60
	General Qualification		
	Suitability for the project		
	- Relevant Academic Qualifications as specified in Section F of the Terms of Reference	5	
	- International /National experience	5	
	- Professional experience in the area of specialization	20	
	- Knowledge of Djibouti's legal framework to support microenterprise development	25	
	- Language qualification	5	
	Sub-Total		300
UNDP will award the Contract to:	<input checked="" type="checkbox"/> One and only one Service Provider		
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) <input checked="" type="checkbox"/> Detailed TOR (Annex 4) <input checked="" type="checkbox"/> Written Self-Declaration (Annex 5)		

<p>Contact Person for Inquiries (Written inquiries only)</p>	<p>Proc.dji@undp.org <i>Please mention the following in the subject while sending any query to UNDP regarding this RFP on or before 16 April 2022, 4.30 PM</i> <i>"Queries on RFP-DJI-2020-002"</i> Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
<p>Other Information</p> <p>PRE- PROPOSAL MEETING</p>	<p>Will be conducted Will be online. Time: 14.00 Hrs (Djibouti Time) GMT+.3 Date : April 10, 2022 2:00 PM Location: ZOOM Meeting</p> <p>Join the Zoom meeting <u>https://undp.zoom.us/j/8511452871?pwd=b21xa0VNbEFaTjBkZkpvczVpSmhSZz09</u></p> <p>Meeting ID: 851 145 2871 Code secret : 621959</p> <p>The UNDP focal point for this arrangement is : E-mail: <u>proc.dji@undp.org</u></p>

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

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

[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:

Minimum eligibility criteria of the consultancy firm:

Eligible criteria of the action firm:

Eligible criteria of the firm:

Qualifications of Key Personnel:

Provide the CVs for key personnel (Team leader, Content Development Expert, video animation expert etc.) that will be provided to support the implementation of this assignment. CVs should demonstrate qualifications in areas relevant to the Scope of Services and include signed declaration.

Expected qualification of team:

Minimum Eligibility and qualifications of Key personnel

Note: Proposers must submit necessary documents to substantiate above eligible criteria. Proposals which shall not submit/meet above mentioned eligible criteria will not be considered to further evaluation.

The firm must provide CVs of all proposed personnel for the assignment, stating name, highest academic qualification, professional certification, length of experience, role/ function and other related information.

A. 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.

B. 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.*

C. Cost Breakdown per Deliverable* (The file with the "FINANCIAL PROPOSAL" must be encrypted with a password)

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

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

Budget Form for						
Sl.N.	Deliverable Type	Deliverables/Task	(Man-day)			Remarks
			Key Personnel	Team Leader	Project Staff	
			Finance Analyst etc.			
1						
2						
3						
4						
10						
Total Cost						
Total VAT (Please indicate %)						
Total Including VAT						

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

General Terms and Conditions for Services

1. LEGAL STATUS OF THE PARTIES: UNDP and the Contractor shall be referred to as a "Party" or, collectively, "Parties" hereunder, and:

1.1 Pursuant, *inter alia*, to the Charter of the United Nations and the Convention on the Privileges and Immunities of the United Nations, the United Nations, including its subsidiary organs, has full juridical personality and enjoys such privileges and immunities as are necessary for the independent fulfillment of its purposes.

1.2 The Contractor shall have the legal status of an independent contractor *vis-à-vis* UNDP, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

2. OBLIGATIONS OF THE CONTRACTOR:

2.1 The Contractor shall perform and complete the services described in the Terms of Reference and Schedule of Payments (hereinafter the "Services"), with due diligence and efficiency, and in accordance with this Contract. The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.2 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract, in accordance with the highest industry and professional standards.

2.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the provision of the Services.

3. LONG TERM AGREEMENT: If the Contractor is engaged by UNDP on the basis of a long-term agreement ("LTA") as indicated in the Face Sheet of this Contract, the following conditions shall apply:

3.1 UNDP does not warrant that any quantity of Services shall be ordered during the term of the LTA.

3.2 Any UNDP business unit, including, but not limited to, a Headquarters unit, a Country Office or a Regional Centre, as well as any United Nations entity, may benefit from the retainer and order Services from the Contractor hereunder.

3.3 The Contractor shall provide the Services, as and when requested by UNDP and reflected in a purchase order, which shall be subject to the terms and conditions stipulated in this Contract. For the avoidance of doubt, UNDP shall acquire no legal obligations towards the Contractor unless and until a purchase order is issued.

3.4 The Services shall be at the Discount Prices annexed hereto. The prices shall remain in effect for a period of three years from the Starting Date stated in the Face Sheet of this Contract.

3.5 In the event of any advantageous technical changes and/or downward pricing of the Services during the term of the retainer, the Contractor shall notify UNDP immediately. UNDP shall consider the impact of any such event and may request an amendment to the retainer.

3.6 The Contractor shall report semi-annually to UNDP on the Services provided, unless otherwise specified in the Contract. Each report should be submitted to the UNDP Contact Person indicated in as indicated in the Face Sheet hereto, as well as to a UNDP business unit that has placed a purchase order for the Services during the reporting period.

3.7 The LTA shall remain in force for the maximum period of two years and may be extended by UNDP for one additional year by mutual agreement of the Parties.

4. PRICE AND PAYMENT:

4.1 FIXED PRICE: If Fixed Price is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services, UNDP shall pay the Contractor a fixed amount indicated in the Face Sheet of this Contract.

4.1.1 The amount stated in the Face Sheet of this Contract is not subject to any adjustment or revision because of price or currency fluctuations, or the actual costs incurred by the Contractor in the performance of the Contract.

4.1.2 UNDP shall effect payments to the Contractor in the amounts and pursuant to the schedule of payments set forth in the Terms of Reference and Schedule of Payments, upon completion by the Contractor of the corresponding deliverable(s) and upon acceptance by UNDP of the original invoices submitted by the Contractor to the UNDP Contact Person indicated in the Face Sheet of this Contract, together with whatever supporting documentation that may be required by UNDP:

4.1.3 Invoices shall indicate a deliverable completed and the corresponding amount payable.

4.1.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's provision of the Services.

4.2 COST REIMBURSEMENT: If Cost Reimbursement is chosen as a payment method pursuant to the Face Sheet of this Contract, in full consideration for the complete and satisfactory provision of the Services under this Contract, UNDP shall pay the Contractor an amount not exceeding the total amount stated in the Face Sheet of this Contract.

4.2.1 The said amount is the maximum total amount of reimbursable costs under this Contract. The breakdown of costs contained in the Financial Proposal, referred to in the Face Sheet to this Contract shall specify the maximum amount per each cost category that is reimbursable under this Contract. The Contractor shall specify in its invoices or financial reports (as required by UNDP) the amount of the actual reimbursable costs incurred in the provision of the Services.

4.2.2 The Contractor shall not provide the Services or equipment, materials and supplies that may result in any costs in excess of the amount stated in the Face Sheet of this Contract, or of the maximum amount per each cost category specified in the breakdown of costs contained in the Financial Proposal, without the prior written agreement of the UNDP Contact Person.

4.2.3 The Contractor shall submit original invoices or financial reports (as required by UNDP) for the Services provided in accordance with the schedule set forth in the Terms of Reference and Schedule of Payments. Such invoices or financial reports shall indicate a deliverable or deliverables completed and the corresponding amount payable. They shall be submitted to the UNDP Contact Person, together with whatever supporting documentation of the actual costs incurred that is required in the Financial Proposal, or may be required by UNDP.

4.2.4 UNDP shall effect payments to the Contractor upon completion by the Contractor of the deliverable(s) indicated in the original invoices or financial reports (as required by UNDP) and upon acceptance of these invoices or financial reports by UNDP. Such payments shall be subject to any specific conditions for reimbursement specified in the breakdown of costs contained in the Financial Proposal.

4.2.5 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

5. ADVANCE PAYMENT:

5.1 If an advance payment is due to the Contractor pursuant to the Face Sheet of this Contract, the Contractor shall submit an original invoice for the amount of that advance payment upon signature of this Contract by the Parties.

5.2 If an advance payment representing 20% or more of the total contract value, or amounting to US\$30,000 or more, is to be made by UNDP upon signature of the Contract by the Parties, such payment shall be contingent upon receipt and acceptance by UNDP of a bank guarantee or a certified cheque for the full amount of the advance payment, valid for the duration of the Contract, and in a form acceptable to UNDP.

6. SUBMISSION OF INVOICES AND REPORTS:

6.1 All original invoices, financial reports and any other reports and supporting documentation required under this Contract shall be submitted by mail by the Contractor to UNDP Contact Person. Upon request of the Contractor, and subject to approval by UNDP, invoices and financial reports may be submitted to UNDP by fax or email.

6.2 All reports and invoices shall be submitted by the Contractor to the UNDP Contact Person specified in the Face Sheet of this Contract.

7. TIME AND MANNER OF PAYMENT:

7.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an original invoice or advise the Contractor of its non-acceptance within a reasonable time from receipt.

7.2 Where the Services are to be provided, in addition to an invoice, the Contractor shall submit to UNDP a report, describing in detail the Services provided under the Contract during the period of time covered in each report. All reports shall be written in the English language.

8. RESPONSIBILITY FOR EMPLOYEES:

8.1 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.

8.2 The Contractor is responsible for and shall assume all risk and liabilities relating to its personnel and property. The Contractor shall (i) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Services are being provided; and (ii) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth above.

9. 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.

10. SUBCONTRACTING: 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.

11. 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 worker'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.

12. INSURANCE AND LIABILITY:

12.1 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.

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

12.3 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.

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

12.4.1 Name UNDP as additional insured;

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

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

12.5 The Contractor shall, upon request, provide UNDP with satisfactory evidence of the insurance required under this Article 12.

13. ENCUMBRANCES AND 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 UNDP against any monies due to the Contractor or that may become due for any work done or against any goods supplied or materials furnished under the Contract, or by reason of any other claim or demand against the Contractor or UNDP.

14. EQUIPMENT FURNISHED BY UNDP TO THE CONTRACTOR: Title to any equipment and supplies that may be furnished by UNDP to the Contractor for the performance of any obligations under the Contract shall rest with UNDP, and any such equipment shall be returned to UNDP at the conclusion of the 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, and the Contractor shall be liable to compensate UNDP for the actual costs of any loss of, damage to, or degradation of the equipment that is beyond normal wear and tear.

15. COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

15.1 Except as is otherwise expressly provided in writing in the Contract, 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 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. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for UNDP.

15.2 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, UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to 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.

15.3 At the request of 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 UNDP in compliance with the requirements of the applicable law and of the Contract.

15.4 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 UNDP, shall be made available for use or inspection by 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.

16. PUBLICITY, AND USE OF THE NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS: The Contractor shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship 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 the United Nations in connection with its business or otherwise without the written permission of UNDP.

17. CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION: Information and data that is considered proprietary by either Party or 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:

17.1 The Recipient shall:

17.1.1 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*,

17.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

17.2 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 17, the Recipient may disclose Information to:

17.2.1 any other party with the Discloser's prior written consent; *and*,

17.2.2 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:

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

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

17.2.2.3 for the United Nations, a principal or subsidiary organ of the United Nations established in accordance with the Charter of the United Nations.

17.3 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 UNDP sufficient prior notice of a request for the disclosure of Information in order to allow UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

17.4 UNDP may disclose Information to the extent as required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

17.5 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.

17.6 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.

18. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS:

18.1 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes

in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.

18.2 If the Contractor is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, UNDP shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in Article 19, "Termination," except that the period of notice shall be seven (7) days instead of thirty (30) days. In any case, UNDP shall be entitled to consider the Contractor permanently unable to perform its obligations under the Contract in case the Contractor is unable to perform its obligations, wholly or in part, by reason of *force majeure* for any period in excess of ninety (90) days.

18.3 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Contractor. The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in areas in which 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.

19. TERMINATION:

19.1 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 22.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

19.2 UNDP may terminate the Contract at any time by providing written notice to the Contractor in any case in which the mandate of UNDP applicable to the performance of the Contract or the funding of UNDP applicable to the Contract is curtailed or terminated, whether in whole or in part. In addition, unless otherwise provided by the Contract, upon sixty (60) day's advance written notice to the Contractor, UNDP may terminate the Contract without having to provide any justification therefor.

19.3 In the event of any termination of the Contract, no payment shall be due from UNDP to the Contractor except for the Services satisfactorily provided to UNDP in accordance with the requirements of the Contract.

19.4 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, 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 UNDP of the occurrence of any of the above events.

19.5 The provisions of this Article 19 are without prejudice to any other rights or remedies of UNDP under the Contract or otherwise.

20. NON-WAIVER OF RIGHTS: The failure by either Party to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by the other Party of any such right or any remedy associated therewith, and shall not relieve the Parties of any of their obligations under the Contract.

21. NON-EXCLUSIVITY: Unless otherwise specified in the Contract, UNDP shall have no obligation to purchase any minimum quantities of goods or services from the Contractor, and UNDP shall have no limitation on its right to obtain goods or services of the same kind, quality and quantity described in the Contract, from any other source at any time.

22. SETTLEMENT OF DISPUTES:

22.1 AMICABLE SETTLEMENT: The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the 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 Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the Parties in writing.

22.2 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 22.1. 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. 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") and Article 34 ("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.

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

24. TAX EXEMPTION:

24.1 Article II, 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 restrictions, 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 exemptions of UNDP from such taxes, restrictions, duties, or charges, the Contractor shall immediately consult with UNDP to determine a mutually acceptable procedure.

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

25. MODIFICATIONS: No modification or change in this Contract shall be valid and enforceable against UNDP unless executed in writing by the duly authorized representatives of the Parties.

26. AUDITS AND INVESTIGATIONS:

26.1 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or by other authorized and qualified agents of UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by UNDP other than in accordance with the terms and conditions of the Contract.

26.2 UNDP may conduct investigations relating to any aspect of the Contract or the award thereof, the obligations performed under the Contract, and the operations of the Contractor generally relating to performance of the Contract at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract.

26.3 The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any relevant documentation for such purposes at reasonable times and on reasonable conditions and to grant to UNDP access to the Contractor's premises at reasonable times and on reasonable conditions in connection with such access to the Contractor's personnel and relevant documentation. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

26.4 UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits or investigations to have been paid by UNDP other than in accordance with the terms and conditions of the Contract. The Contractor also agrees that, where applicable, donors to UNDP whose funding is the source of, in whole or in part, the funding for the procurement of Goods and/or Services which are the subject of this Contract, shall have direct recourse to the Contractor for the recovery of any funds determined by UNDP to have been used in violation of or inconsistent with this Contract.

27. LIMITATION ON ACTIONS:

27.1 Except with respect to any indemnification obligations in Article 11, above, or as are otherwise set forth in the Contract, any arbitral proceedings in accordance with Article 22.2, above, arising out of the Contract must be commenced within three years after the cause of action has accrued.

27.2 The Parties further acknowledge and agree that, for these purposes, a cause of action shall accrue when the breach actually occurs, or, in the case of latent defects, when the injured Party knew or should have known all of the essential elements of the cause of action, or in the case of a breach of warranty, when tender of delivery is made, except that, if a warranty extends to future performance of the goods or any process or system and the discovery of the breach consequently must await the time when such goods or other process or system is ready to perform in accordance with the requirements of the Contract, the cause of action accrues when such time of future performance actually begins.

28. ESSENTIAL TERMS: The Contractor acknowledges and agrees that each of the provisions in Articles 29 to 35 hereof constitutes an essential term of the Contract and that any breach of any of these provisions shall entitle UNDP to terminate the Contract or any other contract with UNDP immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind. In addition, nothing herein shall limit the right of UNDP to refer any alleged breach of the said essential terms to the relevant national authorities for appropriate legal action.

29. SOURCE OF INSTRUCTIONS: The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its obligations under the Contract. Should any authority external to UNDP seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify UNDP and provide all reasonable assistance required by UNDP. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of UNDP or the United Nations, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of UNDP.

30. STANDARDS OF CONDUCT: The Contractor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract, or the award thereof, to any representative, official, employee or other agent of UNDP. The Contractor shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the Contract. In addition, in the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary General's Bulletin ST/SGB/2002/9 of 18 June 2002, entitled "Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Expert on Mission" and ST/SGB/2006/15 of 26 December 2006 on "Post-employment restrictions", and shall also comply with and be subject to the requirements of the following:

30.1 The UN Supplier Code of Conduct;

30.2 UNDP Policy on Fraud and other Corrupt Practices ("UNDP Anti-fraud Policy");

30.3 UNDP Office of Audit and Investigations (OAI) Investigation Guidelines;

30.4 UNDP Vendor Sanctions Policy; and

30.5 All security directives issued by UNDP.

The Contractor acknowledges and agrees that it has read and is familiar with the requirements of the foregoing documents which are available online at www.undp.org or at <http://www.undp.org/content/undp/en/home/operations/procurement/business/>. In making such acknowledgement, the Contractor represents and warrants that it is in compliance with the requirements of the foregoing, and will remain in compliance throughout the term of this Contract.

31. OBSERVANCE OF THE LAW: The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract. In addition, the Contractor shall maintain compliance with all obligations relating to its registration as a qualified vendor of goods or services to UNDP, as such obligations are set forth in UNDP vendor registration procedures.

32. CHILD LABOR: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiary or affiliated entities (if any) 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.

33. MINES: The Contractor represents and warrants that neither it, its parent entities (if any), nor any of the Contractor's subsidiaries or affiliated entities (if any) is engaged in the sale or manufacture of anti-personnel mines or components utilized in the manufacture of anti-personnel mines.

34. SEXUAL EXPLOITATION:

34.1 In the performance of the Contract, the Contractor shall comply with the Standards of Conduct set forth in the Secretary-General's bulletin ST/SGB/2003/13 of 9 October 2003, concerning "Special measures for protection from sexual exploitation and sexual abuse." In particular, the Contractor shall not engage in any conduct that would constitute sexual exploitation or sexual abuse, as defined in that bulletin.

34.2 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by its employees or any other persons engaged and controlled 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 reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging any sexual activities that are exploitive or degrading to any person.

34.3 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.

35. ANTI-TERRORISM: The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under the Contract is used to provide support to individuals or entities associated with terrorism and that recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. This provision must be included in all sub-contracts or sub-agreements entered into under the Contract.

Terms of Reference

Service Description	Consulting Firm to Provide Social Business Acceleration Support
Duty Station	Djibouti, Republic of Djibouti
Organization	UNDP DJIBOUTI
Project / Program Title	Rising Djibouti Project
Duration of Assignment	140 working days spread over 6 months
Type of Contract	Consultancy (Firm)
Language	French, Somali, Afar, Arabic (Working Knowledge of English)
Expected Start Date	Mar 20, 2022

1. Background

The impact of COVID-19 has harshly impacted the domestic economy of Djibouti. In order to provide a strategic and sustainable stimulus package which have ingredients of sustainable development, the government of Djibouti has announced the National Solidarity Pact and sought support from the development partners. UNDP, as the leading UN Agency in supporting Socio-Economic Recovery Plans to the countries globally, supported the government of Djibouti in developing National Solidarity Pact, Socio-economic Recovery Plan leading up to the formulation of National Development Plan – Djibouti ICI. Building upon initial but crucial support mechanisms - the **Rising Djibouti** campaign which embraced the notion of from citizen to citizen and had crowdfunding at its core, UNDP developed a portfolio of Socio-Economic Recovery Interventions under the same name – Rising Djibouti.

Through this portfolio and in partnership with USAID, Multi Partner Trust Fund and Islamic Development Bank. UNDP will introduce catalytic socioeconomic recovery efforts in Djibouti. The portfolio targets a wide range of affected population, including local micro, small and medium size enterprises (MSMEs), youth, CSOs (civil society organizations) and entrepreneurs to mitigate the socioeconomic impacts of COVID-19 and rapidly recover from the socioeconomic crisis. The portfolio will contribute to improving livelihood and socioeconomic recovery of over 5,000 beneficiaries and will enhance the social inclusion of the most disadvantage and unemployed youth.

2. Project Description

The portfolio will support existing and establishing new livelihood and job opportunities in Djibouti targeting mainly agricultural and fishery-based livelihood options. The portfolio will support the establishment of MSMEs, generating employment opportunities for youth and enhance market linkages for domestic products and services through the digital applications and partnership with the private sector outlets. The portfolio will integrate skills development elements as its tandem approach to post COVID recovery process. The portfolio will also leverage the skills of youth trained by ongoing skill enhancement project interventions supported by development partners including USAID.

This portfolio will support existing vulnerable MSMEs heavily affected by the COVID-19 crisis to reinvigorate and recover their businesses socioeconomic dividends. The identified MSME will receive technical and/or financial support package to help fast track recovery. These includes a combination of stimulus packages, technology transfer, production equipment's or materials, business advisory services and ecosystem enhancement. This project will also increase new livelihood opportunities for the unemployed youth, through value chain assessments, market analysis and trade intelligence to identify local and regional production, transformative industry & processing opportunities. This will contribute to the fast-track socioeconomic recovery and improved livelihoods support systems to increase their agility, adaptability and resilience during the COVID-19 era or any forthcoming crises.

3. Objective

The objective of the Services is to provide Business Development and Incubation Support to the COVID Socio Economic Recovery Social Business Projects under the Rising Djibouti Portfolio.

The purpose of this assignment is to hire a social business incubation and acceleration company to support the Social Business Lead Expert for the **business development approaches, strengthening existing MSMEs business development approaches and fostering innovation and structural transformation** to promote social micro and small-scale businesses.

The expected result of the **Generation and incubation of 50 social businesses** is to help ventures start, grow and scale - leading to commercial success and positive development outcomes contributing to the achievement of the SDG.

4. Scope of work of the assignment:

A social business acceleration company (referred to as "the company hereafter") with a track record of supporting social business development through financial readiness and digitalization of the business processes and supporting the new businesses through the business incubation and acceleration processes will be crucial to support the Business Development and Incubation component of the Rising Djibouti portfolio.

The company which will have adequate knowledge of social business development approaches, adequate human resources and technical know-how will support the Social Business Lead Expert in providing end-to-end business acceleration support to the social businesses identified and trained through the KnowGoGrow Approach.

The Company will provide **business incubation support** as well. The business incubation phase will mainly focus on identifying the missing middles in terms of services, products, operationalization requirements, or market outreach aspects. The incubation support will not be a long and dragged process. The incubation support will be customized to the each individual MSME under consideration to ensure optimal benefit from the time and resources invested on those MSMEs.

The Company in close collaboration with Social Business Lead Expert and Access to Finance Expert will support Ministry of Finance, Economy and Ministry of Women and Family and Center for Leadership and Entrepreneurship (CLE) in **developing women and youth centric "Social Business Accelerator Hub"** to increase financial inclusion of women in the blue and green economy based socio-economic recovery pathways.

To ensure that ideas with higher potential to succeed receive required / desired support during the incubation phase, the Business incubation and acceleration Company will develop a **Supply and demand Support Tracking tool** and create **Innovation Platform**. The Tracking tool and Innovation Platform will be a digital application which will help identify appropriate **combination of business initiation and incubation support options** based upon the input information such as size, nature, geographic location, scope and investment needs of the interested business. The Tracking tool and the Innovation Platform will be a membership based online tool. The results of the analysis will identify the incubation support options which will include a right mix of technical, innovative financial and material support elements customized for each category of MSME.

The Company, in close collaboration with the Access to Finance Expert, will develop Risk Monitoring Tool to help monitor and manage the risks that the businesses will and/or expected to face during the incubation and post incubation phase.

5. Summary of Key Functions:

The Company will:

- Develop and implement a digital application to be launched on the existing digital platforms to serve as the one-stop-support system for MSMEs.
- Develop and implement Business Readiness Check tool in collaboration with Access to Finance Expert to identify the potential businesses for incubation process
- Provide one-stop-shop business development support to the social businesses. The business development support includes but not limited to business registration, branding, market outreach and acceleration support.
- Design the Business Incubator (for new MSMEs) and Intensive Care Unit (for existing MSMEs) and conduct Business Incubation of the financially viable businesses.
- In collaboration with Access to Finance Expert develop a Supply and demand Support Tracking tool and Design Support Packages
- Work with Access to Finance Expert to develop a Risk Monitoring Tool to help monitor and manage the risks that the businesses will and/or expected to face during the incubation and post incubation phase.

- Provide 3 months long post business establishment support the newly established businesses

6. Expected Deliverables:

Deliverables / Outputs	Deliverable Due Period (starting with the first day of signing contract unless stated otherwise)
8. Digital applications developed and launched to provide administrative, logistical and technical services to the MSMEs	15 person-days*
9. Business Readiness Check tool to assess the businesses for Incubation and Support Packages	5 person-days
10. Conduct Business Incubation for the 50-business ready and financially viable social businesses	100 person-days
11. Progress Report on the status of the business development support provided for 50 social businesses	5 person-days
12. Develop and implement Risk Monitoring and Management tool in collaboration with Access to Finance Expert	5 person-days
13. Develop Concept for Post-establishment Support to the businesses	5 person-days
14. Final Progress Report	5 person-days
Total Duration	140 person-days

* Person-days refers to the cumulative number of working days of the team

6 Methodology / Approach of the Service

The overall objective of the Rising Djibouti Portfolio is to support socio-economic recovery in the post COVID-19 triggered impact and contribute towards the process of building back better and bouncing back stronger. The approach includes supporting the existing businesses through the Intensive Care Unit Approach and the new businesses through MSME Business Challenge Camp, Incubation and Acceleration Support.

Through this assignment the company should support the project in development of value-chain based blue and green economy through network of women and youth led micro and small-scale enterprises along with systemic approach to enhance market linkages undertaken as a tandem approach to socio-economic recovery will provide evidence for a more progressive approach to business development in Djibouti.

Through this assignment the firm will provide **business incubation and acceleration support** as well to 50 MSMEs. The business incubation phase will mainly focus on identifying the missing middle in terms of services, products, operationalization requirements, or market outreach aspects. The incubation and acceleration support will be customized to the each individual MSME under consideration to ensure optimal benefit from the time and resources invested on those MSMEs.

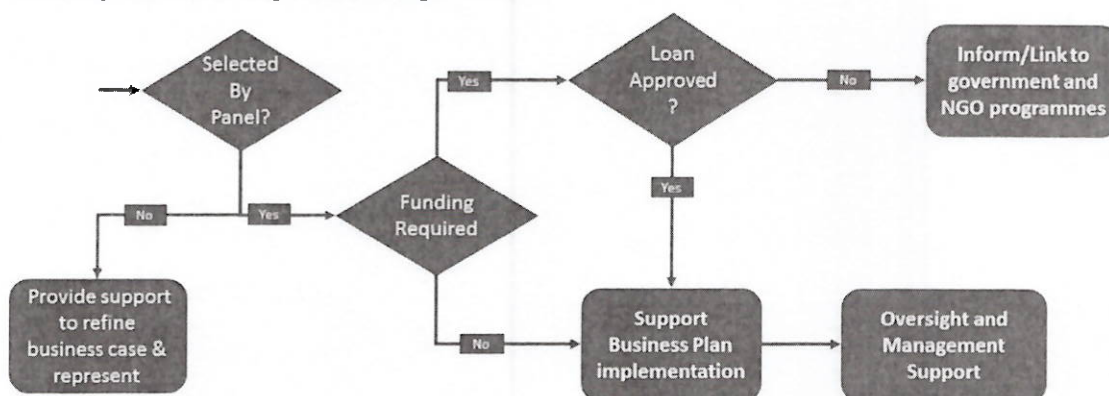
To ensure that ideas with higher potential to succeed receive required / desired support during the incubation phase, the firm will develop a **Supply and demand Support Tracking tool** and create **Innovation Platform**. The Tracking tool and Innovation Platform will be a digital application which will help identify appropriate **combination of business initiation and**

incubation support options based upon the input information such as size, nature, geographic location, scope and investment needs of the interested business. The Tracking tool and the Innovation Platform will be a membership based online tool. The results of the analysis will identify the incubation support options which will include a right mix of technical, innovative financial and material support elements customized for each category of MSME.

The business development, incubation and acceleration services will include among other support to improve the prototypes, business plans, raw material sourcing, human resource sourcing, identifying beachhead market (for innovative services or products); product promotion plans, and basic business management skills.

During this phase, the firm will also **provide technical support and capacity enhancement support** such as assisting the **qualified MSMEs** (both existing and new) with the legal requirements, i.e. registration or renewal of the businesses, tax payment procedures, developing business plan, financing plan, production and access to market plan, identifying the potential suppliers of raw material, customer identification, identifying beachhead market (for innovative services or products); product promotion plans, basic business management skills and other administrative services to help these business become operational within a short period after being conceptualized.

The project will provide targeted support to the business ideas to help them transform into operational MSMEs thereby contributing towards national economy, generating employment, and creating options for local products and services. In this regard, the firm will develop tools to assess the Business Readiness Checklist and in collaboration with Access to Finance expert will conduct financial feasibility / viability of the selected businesses. The traffic light approach will be implemented to screen the Business Readiness and Financial Viability of the businesses. The businesses deemed successful for the business support will be provided with either performance-based grant or benefit from access to finance support. The Access to Finance expert will develop the access to finance and performance-based grant screening, selection, awarding and monitoring framework/guidelines.



The project will support the MSMEs in two ways: a) by providing customized support to the existing MSMEs which have been affected by the COVID-19 pandemic and b) by supporting establishment of the new MSMEs in the green and blue sector. The selection of the existing and potential MSMEs will be done through a market research and value-chain analysis. The project activities will be implemented in partnership with the leading government agency(ies), development partners and the private sector. The end result of the MSME support is to build and develop businesses and improve market access for the products and services generated by these MSMEs.

In all cases, the reports must be communicative, easy on the eye, and designed to the standards and specifications of the United Nations Development Programme. UNDP will provide guidance on the design standards and specifications.

7 Institutional Arrangements/ Reporting

Team Leader will be responsible for the overall quality of the required deliverables (Section 5) of the activities described in the Scope of Work and Detailed Activities in Sections 3 and 4. UNDP will liaise with the Team Leader in the matters of the scope of work, progress updates and any other activities related to this assignment.

The Team Leader will be responsible for the day-to-day activities and will be responsible for the periodic progress updates. A bi-weekly meeting will be arranged between the UNDP and the firm to touch base on the progress and discuss about the

challenges or adaptative management approaches, if needed. The Team Leader will be supported by the Project Coordinator of the Rising Djibouti Portfolio for better coordination and facilitation with the stakeholders and partners as needed.

The individual and sector experts of the team such as market research expert, legal expert, finance expert (as mentioned in the Section F) will work under the overall leadership of the Lead Consultant and the Team Leader.

The Service Provider will be under the overall supervision of the Chief Technical Advisor / Portfolio Manager and will work in collaboration with Social Business Lead Expert and Access to Finance Expert (hired separately by UNDP). The Service Provider will seek approval from and obtain certificate of acceptance of output from the Chief Technical Advisor of the Rising Djibouti Portfolio.

The Contracted Firm/ Organization will be responsible of all the deliverables above and will also work closely with the other consultants responsible of conducting complementary studies and surveys such as the Social Business Lead Expert, Access to Finance Expert and the Value Chain Expert.

The Contracted Firm/ Organization will conduct consultations with government and other key partners including the direct beneficiaries.

8 Duration of the Work

The total anticipated duration of this consultancy is a **maximum of 140 working days** spread over 6 months. However, bidders are allowed to propose their realistic number of days for each expert. The timeline provided is for information. A justification should be provided for the proposed number of days for each expert.

9 Duty Station: Djibouti, Republic of Djibouti

10 Travel:

Travel to the regions is not foreseen for this assignment. However, if the bidder deems necessary, the travel plans can be submitted along with the technical proposal. The Financial Proposal has to specify the cost breakdown of the travel and logistics. If the financial proposal is submitted as lump sum all the costs associated with the travel and logistics will be borne by the firm.

11 Schedule of Payments:

The cost of the contract will be fixed for the successful contractor. No adjustment will be made on the assignment period and price determined by the signed contract. The price should take into account all HR, operations, fees, travel, logistics, etc. for all activities mentioned under outputs and deliverables.

For each phase, UNDP will make payments, by bank transfer to the contractor's bank account, upon acceptance of the deliverables achieved by the contractor. Payment will be made in tranches based on milestone deliverables upon submission of invoices and upon certification of the work completed.

Payment schedule	Deliverables	Timeline of deliverables	Percentage of payment
1 st Installment: 20% of the total contract value	Upon Achieving deliverables 1 and 2.		20 %
2 nd Installment: 15 % of the total contract value	Upon Achieving deliverables 4		15 %
3 rd installment: 35% of the total contract value	Upon Achieving deliverables 3		35%
4 th installment: 10% of the total contract value	Upon Achieving deliverables 5 and 6		10 %
5 th and final installment: 20% of the total contract value	Upon Achieving deliverable 7		20%

12 Minimum Requirements

12.1 Qualifications and Experience

The prospective Service Provider is expected to meet the following minimum requirements:

- The Company has to be registered in Djibouti with all the legal documents valid and up-to-date as per the requirements
- The Company must have at least 3 years of practical experience
- The company will have a proven track record of supporting social businesses, especially the MSME category with constraints in capital and capacities.
- The company needs to demonstrate the success cases, with preference to the country context similar to the Djiboutian context.
- The company needs to demonstrate capacity to deploy existing staff and recruit national experts as needed
- Experience in business acceleration, incubation and establishment in one-stop-shop approach would be highly desirable.
- Existing collaboration with international firms and organizations specializing in Social Business and Social Entrepreneurship development for knowledge transfer and market access enhancement for the MSMEs will be an asset.
- The team will need to have excellent understanding of and experience of developing and implementing the tools and approaches of supporting MSMEs in developing countries.
- Existing or potential partnerships or working relationship with other specialized firms or companies to support acceleration of the Business Development and Incubation Support will be highly desirable.
- The team members must be fluent in oral and written French and working knowledge of English. Fluency in spoken Somali and Afar among the team members is mandatory.

The multi-disciplinary team should comprise members with the following educational qualifications, experience and competencies:

Technical Team Members:

Sl.	Key Position	No.	Required Minimum Qualification
1.	Task Manager / Team Leader	1	Academic Qualification At least bachelor's degree in business administration, corporate law, economics, management science Experience : <i>6. At least 5 years of professional experience in business development, entrepreneurship and development studies</i> <i>7. Knowledge and experience of supporting social businesses</i> <i>8. Proven experience of leading a multi-disciplinary team of business development, enterprise development and incubation support experts.</i> <i>9. Proven experience of developing training modules for the bootcamps related to business development, start-up support, incubation, innovation and acceleration.</i> <i>10. In depth knowledge of how the businesses are established and operated in wide spectrum of business environments, with particular importance to the Horn of African perspective</i> Competencies: Language: High Proficiency in French. Working knowledge of English and proficiency in Somali or Afar.
2.	Project Staff / Team Members (Market Researcher)	1	Academic Qualification: ▪ A minimum of a University Degree in Marketing, or related degree. Experience

			<p>3. A minimum of 3 years of professional experience and proven expertise and experience designing and conducting access to market assessment</p> <p>4. Experience in designing the access to market options and branding options to facilitate the marketing the products and services produced and provided (respectively) by the successful businesses which are incubated and/or accelerated.</p> <p>Language: High Proficiency in French. Working knowledge of English and proficiency in Somali or Afar.</p>
3.	Project Staff / Team Members (Finance Analyst/Economist / Macroeconomist / Econometrics Analyst)	1 each	<p>Academic Qualification: A minimum of a Bachelor's Degree in Economics, Finance, or closely relevant subject.</p> <p>Experience:</p> <ul style="list-style-type: none"> • Experience of developing and training on the financial literacy, financial viability, Knowledge of macroeconomic – including PFM, fiscal, macro-financial, monetary and exchange rate, the banking sector and Central banking, international trade - concepts, principles and policies and ability to apply to strategic and/or practical situations. • knowledge of global macroeconomic trends and ability to collect and analyse macroeconomic data at country level. • Knowledge of sustainable development concepts, principles and issues and the ability to apply to strategic and/or practical situations, covering the economic, social and environmental dimensions. <p>Language: High Proficiency in French. Working knowledge of English and proficiency in Somali or Afar</p>
4.	Project Staff / Team Members (Legal Expert/Lawyer)		<p>Academic Qualification: A minimum of a bachelor's degree in law or legal studies</p> <p>Experience:</p> <ul style="list-style-type: none"> • Hands on experience of drafting contracts and preparing other legal documents to facilitate the business establishment processes in Djibouti • Well informed about the legal requirements and legal procedures with respect to the business development and business registration in Djibouti • Prior experience of providing training on the legal matters to the new and aspiring businesses will be an asset • Experience of handling the legal matters related to the establishment of the small businesses <p>Language: High Proficiency in French. Working knowledge of English and proficiency in Somali or Afar</p>

13 Criteria for Selecting

Upon the advertisement of the Procurement Notice, qualified Consultancy Firms are expected to submit both the Technical and Financial Proposals. Accordingly, the firms will be evaluated based on a Cumulative Analysis as per the following conditions:

- Responsive/compliant/acceptable as per the Request for Proposal (RFP) of the Standard Bid Document (SBD), and
- Scoring against a pre-determined set of weighted Technical and Financial criteria specific to the solicitation.

In this regard, the respective weight of the proposals are:

- Technical Criteria:70%
- Financial Criteria:30%

15 Confidentiality And Proprietary Interests

The Service Provider and Team Members shall not either during the term or after termination of the assignment, disclose any proprietary or confidential information related to the consultancy or the Government without prior written consent. Proprietary interests on all materials and documents prepared by the consultants under the assignment shall become and remain properties of UNDP. This assignment will be administrated by the United Nations Development Programme (UNDP), and all relevant UNDP rules, policies and procedures will apply.