



## **REQUEST FOR PROPOSAL (RFP)**

### **RFP/FJI10-012-2022**

Dear Sir / Madam:

We kindly request you to submit your Proposal for **BAGS Financial Advisory Firm**.

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

Proposals must be submitted on or before 7<sup>th</sup> October 2022 by 5pm (Fiji Time)  
[etenderbox.pacific@undp.org](mailto:etenderbox.pacific@undp.org):

**United Nations Development Programme**  
***Pacific Office in Fiji***  
**Attention: Dale Kacivi**  
[dale.kacivi@undp.org](mailto:dale.kacivi@undp.org)

Your Proposal must be expressed in the English, and valid for a minimum period of 90 Days.

In the course of preparing your Proposal, it shall remain your responsibility to ensure that it reaches the address above on or before the deadline. Proposals that are received by UNDP after the deadline indicated above, for whatever reason, shall not be considered for evaluation. If you are submitting your Proposal by email, kindly ensure that they are signed and in the .pdf format, and free from any virus or corrupted files.

Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNDP requirements.

The Proposal that complies with all of the requirements, meets all the evaluation criteria and offers the best value for money shall be selected and awarded the contract. Any offer that does not meet the requirements shall be rejected.

Any discrepancy between the unit price and the total price shall be re-computed by UNDP, and the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the final price based on UNDP's re-computation and correction of errors, its Proposal will be rejected.

No price variation due to escalation, inflation, fluctuation in exchange rates, or any other market factors shall be accepted by UNDP after it has received the Proposal. At the time of Award of Contract or Purchase Order, UNDP reserves the right to vary (increase or decrease) the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNDP, herein attached as Annex 3.

Please be advised that UNDP is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.

UNDP's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that you believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link:


<http://www.undp.org/content/undp/en/home/operations/procurement/protestandsanctions/>

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,



*Dale Kacivi*  
*Procurement Associate*  
9/16/2022

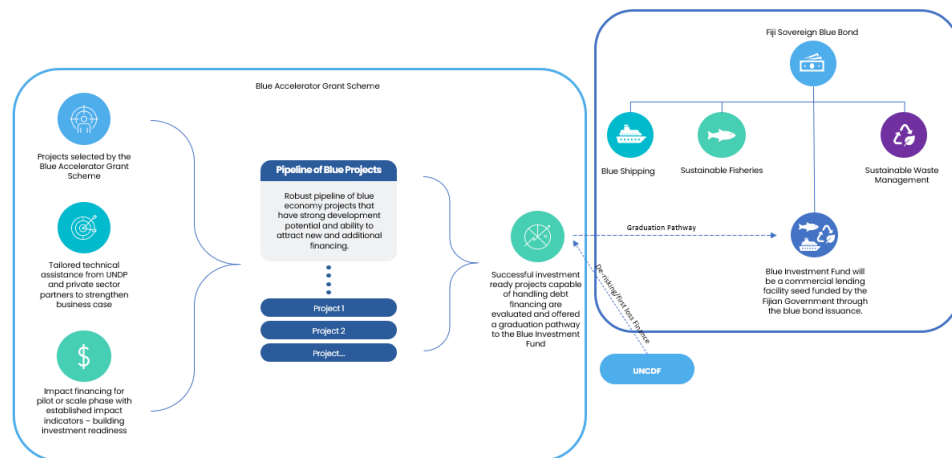
## Description of Requirements

Context of the Requirement	<p><b>Background of Blue Accelerator Grant Scheme</b></p> <p>Fiji's Exclusive Economic Zone is 70% larger than its landmass and is ranked the 26th largest sovereign ocean space in the world. It is also home to 3.5% of the world's coral reefs and over 65,000 hectares of mangroves that make up some of the many features of its rich marine biodiversity. In this regard, Fiji is keen to operationalise its blue economy ambitions<sup>1</sup> and sustainably leverage its ocean-based resources to support its post-pandemic recovery and economic diversification.</p> <p>The Fijian Government, with technical support from the United Nations Development Programme (UNDP), and the UK Government, will be working on structuring Fiji's first sovereign blue bond in its 2022-2023 financial year. The blue bond will focus on raising capital market finance to support projects in four priority sectors. These are 'Blue Shipping', 'Sustainable Fisheries', 'Blue Investments Fund' and 'Sustainable Waste Management'.</p> <p>While projects for the Blue Bond issuance have been identified and are being developed, there is a need to curate a pipeline of additional economically viable blue economy projects that could leverage related financing opportunities. Such projects have transformative potential and promising business models but need grant-based support to unlock new and additional financing to operationalise and scale.</p> <p>The Blue Accelerator Grant Scheme (BAGS), funded by UNDP, aims to support Statutory Organisations, Private Businesses (PBs), Cooperatives, Civil Society Organisations (CSOs), Non-Government Organisations (NGOs) and Community Based Organisations (CBOs), who have developed highly promising blue economy projects that are aligned to national development priorities and have a compelling business case to support either a pilot phase or a scale up phase. It is separate to the Blue Bond but is expected to create a pipeline of projects that could then be supported by the Blue Bond, such as through the Blue Investment Fund. The BAGS seeks well developed funding proposals for projects that have already done substantial preparatory works and need financial support to rapidly operationalise or scale. Projects in conceptualization or concept stage are not being solicited by this call for proposal.</p> <p>Projects that are selected through the grant scheme will be given tailored support from the Drua Incubator of the Fijian Government, UNDP's Inclusive Growth team, the Accelerator Lab in the Pacific, and established partners from the private</p>
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<sup>1</sup> <https://library.sprep.org/sites/default/files/2021-05/Fiji-National-Ocean-policy-2020-2030.pdf>

sector. Apart from providing technical assistance, the grant scheme will also provide performance-based impact grants to respective project proponents and help attract private sector investor such as venture capitalists and angel investors. Each project will be required to work with the Fijian Government to establish robust impact indicators. The BAGS will evaluate projects relative to the Sustainable Development Goals (SDGs) with particular reference to SDG 14 targets<sup>2</sup>.

If the projects are successful enough and ready to scale after receiving the impact grants, the projects will be put through a graduation process that will link them up to accessing commercial debt financing from the Blue Investment Fund that will be created by Fiji's Blue Bond Issuance. The United Nations Capital Development Fund (UNCDF) will coordinate with these successful projects to provide first-loss de-risking finance where possible, thereby helping reduce lending interest rates. The illustration below shows the linkage of the BAGS to Fiji's upcoming Sovereign Blue Bond. The diagram below explains this further.



The BAGS is designed to address the challenge of developing and bringing to market new products, services, and business models that could ultimately catalyze commercially viable blue economy activities in Fiji. In doing so, the grant scheme will support projects that accelerate innovation in Fiji's blue economy space, demonstrate high potential in terms of business viability and growth underpinned by a strategic business plan, financial analysis and positive financial projections which seek to create and maintain jobs in the blue economy. The business will get mentorship in order to refine the business plan and the financial projections from BAGS.

The BAGS will enable transformative blue economy projects to move beyond the conceptualization stage towards robust business development, preliminary market testing and feasibility, establishment of impact indicators, identification

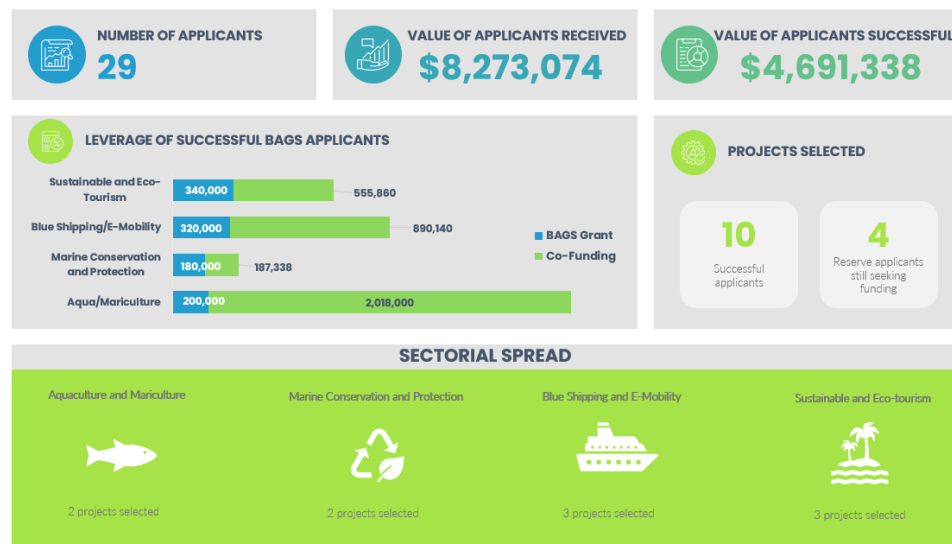
<sup>2</sup><https://sdgtracker.org/oceans#:~:text=Goal%3A%20By%202020%2C%20effectively%20regulate,can%20produce%20maximum%20sustainable%20yield%20.>

of co-investors, testing, piloting and finally scaling. The grant scheme will play a crucial de-risking role for the Blue Investment Facility helping to reduce lending risks.

The BAGS is in line with UNDP's Low Value Grants modality, whereby grants provided will help strengthen institutional capacities, entice private sector engagement, support community-based initiatives as well as support statutory organisations, PBs, CSOs, NGOs, and CBOs involved in the blue economy space and supporting gender sensitized national development.

### Projects Selected for Blue Accelerator Grant Funding

The Fijian Government, in collaboration with the UNDP, have selected approximately 10 projects that are suitable for funding from the BAGS. A total of 29 applications were received and 14 were shortlisted using a comprehensive SWOT analysis. Of the 14, 10 were selected based on the scoring matrix that was developed for the BAGS as articulated in the BAGS Call for Funding Proposal<sup>3</sup>. The 10 selected projects use the BAGS fund to leverage additional funding from their own resources with an estimated US \$1:US\$2.3 ratio. A snapshot of the shortlisted projects and the 10 selected is given in the infographic below:



The 10 projects demonstrate strong sustainable use of marine resources for innovative and/or circular economic activities and contribute to healthy oceans and/or coastal communities in accordance with national development priorities set by the Fijian Government and aligned with UNEPs Sustainable Blue Economy Finance Principles. These projects include deploying, demonstrating, or scaling-up new solutions for the blue economy including technologies and service applications or building on existing solutions with potential for demonstrable impact. Emphasis is placed on the need for projects to be financially sound, sustainable and scalable to other parts of Fiji and eventually to the region.

<sup>3</sup> <https://www.undp.org/sites/g/files/zskgke326/files/2022-06/Blue-Accelerator-Grant-Scheme-Full-Details.docx>

	<p>Moreover, projects that support post-COVID recovery, community-based income generation, private sector led growth and sustainable economic diversification are well featured across the 10 projects.</p> <p>These projects will be offered performance based impact financing in the form of grants to help pilot or scale up their pilots.</p> <p><b>Need for an Accelerator Partner</b></p> <p>Definition of an Accelerator Partner: An accelerator partner, in the context of the BAGS, is generally expected to <u>support mature start-ups that have certain aspects of their project ready to be piloted or the pilot to be scaled, both of which should result in a viable business venture that attracts new and additional investments</u>. The accelerator partner needs to provide focused programs to assist the 10 selected project proponents to scale their operations. The accelerator partner needs to assume that a specific level of business knowledge and capability exist amongst the 10 selected project proponents receiving acceleration and they (project proponents) are able to understand and implement recommendations provided by the accelerator partner. The accelerator partner needs to provide highly focused six to eight-month program where the 10 selected project proponents receive mentoring and guidance to build their projects in a viable business that is ready to attract investors. After completing successful acceleration, project proponents need to be graduated and promoted to interested investors and venture capital funds (typically for post seed funding).</p> <p>The accelerator partner would need to provide focused guidance and assistance for the 10 project proponents to accelerate their growth (sales, market development, product development, etc.) while ensuring that the required management structures and competencies are available within the company. The project proponents will need to work with the accelerator partner and meet maturity milestones (to be determined by the accelerator partner) to qualify for performance based impact financing in the form of grants.</p>
Implementing Partner of UNDP	Ministry of Economy (MOE) – Government of Fiji
Brief Description of the Required Services	UNDP, a partner of the Fijian Government in this endeavor, is seeking proposals from existing incubators/accelerators/venture firms to design and provide effective and relevant incubation and acceleration services to the 10 project proponents at various stages of project/company development and need (Ideation, Seed, Angel, Venture Capital and Growth Capital). The Firm (this will be a firm contract) must demonstrate deep knowledge of the need for the proposed accelerator services as well as how they are going to deliver such services. The Firm must also demonstrate how they intend to monitor and evaluate the efficacy of the services to the beneficiaries as well as explain how they will mitigate any identified shortfalls.

	<p>The Firm will determine the number, effort and the nature of experts required to achieve the objectives of this RFP, in accordance with their proposed approach and methodology. The Firm will include technical proposal, work plan and financial proposal all other supporting staff necessary to achieve the objectives of the RFP in accordance with proposed approach and methodology.</p>
List and Description of Expected Outputs to be Delivered	<p><b><u>Activity 1: Develop a Diagnostic Assessment and Report</u></b></p> <p>The accelerator partner will conduct a comprehensive assessment of the 10 projects selected and identify areas of strength, weakness, opportunities and threats. This should include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Assessing the market size for target products and services with an analysis of strategic areas of focus for startups and entrepreneurs in domestic and foreign markets;</li> <li>• Assessing the institutional, financial and human resources capacity of the 10 project proponents;</li> <li>• Understanding the regulatory, policy, and business environment for sectors that the 10 projects will be working in;</li> <li>• Identifying early-stage financing and mentorship opportunities;</li> <li>• Technical infrastructure necessary for products and services adoption in the market;</li> <li>• Appropriateness of existing business/financial model of the 10 selected projects, areas of improvement, and reality checks.</li> <li>• A two-page infographic per project summarizing findings and recommendations for the diagnostic report.</li> </ul> <p><b><u>Activity 2: Develop and Implement Tailored Business Acceleration Plans</u></b></p> <p>Based on findings from Activity 1, the accelerator partner is to develop intensive, comprehensive and tailored business acceleration plan for the 10 projects and their project proponents. This should include but not be limited to:</p> <ul style="list-style-type: none"> <li>• Identify and assign well-matched coaches and mentors (with entrepreneurial experience) to advise the 10 projects and their project proponents on developing/strengthening their business models, business plans, challenges, and action plans which define time bound milestones to monitor progress. It can be very valuable to facilitate repeat interactions between the project proponents and the mentors or investors they meet through this incubation process.</li> <li>• Review the plan to utilize the performance based grant impact financing and ascertain its appropriateness.</li> <li>• Provide specialized training (professional) to the 10 projects and their project proponents to help them in conceptualizing, realizing a minimum viable product and launching their businesses, scaling and getting investment – ready. It is important to avoid building the entire programs around guest speakers or formal lecture style sessions, and rather give project proponents the opportunity to apply the learning to their business.</li> <li>• Develop medium and long-term development roadmaps of each project with clear vision and goals as well as key performance indicators with milestones</li> </ul>

	<p>in line with the mid and long-term development master plans and road maps.</p> <ul style="list-style-type: none"><li>Organize networking events for the 10 projects and their project proponents which will aim to establish networks with industry leaders and suppliers, interact with potential customers, participate in trade fairs and/or industry events.</li></ul> <p><b>Activity 3: Provide Support to Secure Project Investors and Conduct Market Awareness</b></p> <ul style="list-style-type: none"><li>Develop highly professional and well-structured business pitch decks for each of the 10 projects along with two-page infographic summarizing the business objectives and key investment pitches.</li><li>Organize events dedicated to match-making the project proponents and investors and corporates (relevant to their stage), including on-stage pitches and also 1-1 investor deep-dive meetings.</li><li>Build smart partnerships and educate partners on how to add tangible value to companies.</li></ul>									
Person to Supervise the Work/Performance of the Service Provider	<ol style="list-style-type: none"><li>ICRBE and BBB Project Manager (UNDP)</li><li>Regional Technical Specialist, Finance and Innovation (UNCDF)</li><li>Head of Division – Climate Change and International Cooperation Division (MOE)</li></ol>									
Frequency of Reporting	<p>The implementation period will be carried out over a 6 month period from the commencement date.</p> <p>The following deliverables, in English language, will be submitted in format and copies as stipulated in the contract. Expected timelines for deliverables are from the issuance of Notice to Proceed. A detailed outline for each deliverable will be agreed in the contract based on the firm’s approach and methodology. Tentative milestone payment percentages are subject to verification at contract negotiations. All components of each item must be completed to qualify for a milestone payment – these submission deadlines are indicative to incorporating the fund.</p> <table><tr><th>Activity</th><th>Deliverable</th><th>Submission Deadline</th></tr><tr><td>1</td><td><ol style="list-style-type: none"><li>Diagnostic Assessment and Report on each of the 10 projects selected.</li><li>A two-page infographic per project summarizing findings and recommendations for the diagnostic report.</li></ol></td><td>3 weeks</td></tr><tr><td>2</td><td><ol style="list-style-type: none"><li>Intensive, comprehensive and tailored business acceleration plan for the 10 projects and their project proponents</li></ol></td><td>15 weeks</td></tr></table>	Activity	Deliverable	Submission Deadline	1	<ol style="list-style-type: none"><li>Diagnostic Assessment and Report on each of the 10 projects selected.</li><li>A two-page infographic per project summarizing findings and recommendations for the diagnostic report.</li></ol>	3 weeks	2	<ol style="list-style-type: none"><li>Intensive, comprehensive and tailored business acceleration plan for the 10 projects and their project proponents</li></ol>	15 weeks
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		b. A detailed report articulating the readiness of each of the 10 projects for private sector investment and the activities conducted and completed under Activity 2.									
	3	a. Highly professional and well-structured business pitch decks for each of the 10 projects. b. Two-page infographic summarizing the business objectives and key investment pitches. c. Detailed report on events organized to match-making the project proponents and investors and corporates (relevant to their stage), including on-stage pitches and also 1-1 investor deep-dive meetings and their outcomes.	6 weeks								
Progress Reporting Requirements	Each deliverable will be reviewed by the Ministry of Economy and UNDP technical assistance team who will be required to provide comments within 10 working days after the submission of each deliverable. If no comments are received within maximum of 10 working days, the deliverable will be considered agreed. Upon acceptance as determined by the Ministry of Economy and UNDP, the progress payments will be made according to the payment schedule specified in the contract. Deliverables will be provided as soft copies in MS Office and PDF formats, and hard copies will be provided to relevant Ministry of Economy and UNDP contacts.										
Location of work	Hybrid Approach – Remote Work and in country										
Expected duration of work	6 Months										
Target start date	October 2022										
Latest completion date	March 2023										
Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th><th>Estimated Duration</th><th>Brief Description of Purpose of the Travel</th><th>Target Date/s</th></tr> </thead> <tbody> <tr> <td>Suva, Fiji</td><td>TBC</td><td>TBC</td><td>TBC</td></tr> </tbody> </table>			Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Suva, Fiji	TBC	TBC	TBC
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Suva, Fiji	TBC	TBC	TBC								
Facilities to be Provided by UNDP (i.e., must be excluded from Price Proposal)	<input checked="" type="checkbox"/> Office space and facilities										
Implementation Schedule indicating breakdown and timing of	<input checked="" type="checkbox"/> Required										

activities/sub-activities																
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"/> United States Dollars															
Value Added Tax on Price Proposal	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes															
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input 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	Tentative milestone payment percentages are subject to verification at contract negotiations. All components of each item must be completed to qualify for a milestone payment. Payments will be done upon completion of the deliverables/outputs and as per below percentages:															
	<table border="1"> <thead> <tr> <th>Activity</th> <th>Deliverable</th> <th>Submission Deadline</th> <th>Milestone Payment</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>           a. Diagnostic Assessment and Report on each of the 10 projects selected.             b. A two-page infographic per project summarizing findings and recommendations for the diagnostic report.         </td> <td>3 weeks</td> <td>50%</td> </tr> <tr> <td>2</td> <td>           a. Intensive, comprehensive and tailored business acceleration plan for the 10 projects and their project proponents             b. A detailed report articulating the readiness of each of the 10 projects for         </td> <td>15 weeks</td> <td>30%</td> </tr> </tbody> </table>				Activity	Deliverable	Submission Deadline	Milestone Payment	1	a. Diagnostic Assessment and Report on each of the 10 projects selected.  b. A two-page infographic per project summarizing findings and recommendations for the diagnostic report.	3 weeks	50%	2	a. Intensive, comprehensive and tailored business acceleration plan for the 10 projects and their project proponents  b. A detailed report articulating the readiness of each of the 10 projects for	15 weeks	30%
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Person(s) to review/inspect/ approve outputs/complete d services and authorize the disbursement of payment	1. ICRBE and BBB Project Manager (UNDP) 2. Regional Technical Specialist, Finance and Innovation (UNCDF) 3. Head of Division – Climate Change and International Cooperation Division (MOE)			
Type of Contract to be Signed	<input checked="" type="checkbox"/> Institutional Contract			
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 criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.			
Criteria for the Assessment of Proposal	<b><u>Eligibility</u></b> 1. Completeness of Proposal 2. Registered company 3. Acceptance of UNDP General Conditions of Contract (GTC)  <b><u>Technical Proposal (70%)</u></b> <input checked="" type="checkbox"/> Expertise of the Firm 30%			

	<ul style="list-style-type: none"> <li>- The Firm is required to have experience with startup incubation and accelerators. The firm should have experience working in the blue financing sector with a focus on start-ups and designed frameworks to implement them throughout the investment lifecycle. (10%)</li> <li>- The Firm is required to have incorporated at least one incubator/accelerator across the globe (10%)</li> <li>- The firm should have designed and implemented accelerator projects that were sustainable from an ecological, social, and commercial point of view (10%)</li> </ul> <p><input checked="" type="checkbox"/> Methodology to conduct the accelerator process, its appropriateness to the Blue Economy space and timeliness in completing the deliverables 20%</p> <ul style="list-style-type: none"> <li>- Completeness of proposed methodology and appropriateness which includes proposed approach to expediting investment readiness of businesses. (10%)</li> <li>- Can access a network of experts in Fiji, regionally, and/or globally in the blue economy space (10%)</li> </ul> <p><input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 20%</p> <ul style="list-style-type: none"> <li>- Require a team with the minimum of 3 staff members to undertake this assignment (5%)</li> <li>- Key personnel in the team should have a Masters Degree in the relevant field and experience in developing business and running incubators/accelerators. Also having experience in reviewing bankability of startups and developing a process for reviewing the future potential of a startup post investment (15%)</li> </ul> <p><b><u>Financial Proposal (30%)</u></b></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNDP.</p>
UNDP will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3)
Contact Person for Inquiries (Written inquiries only)	<p><i>Dale Kacivi</i>  <i>Procurement Associate</i>  <a href="mailto:dale.kacivi@undp.org">dale.kacivi@undp.org</a></p> <p>Any delay in UNDP's response shall be not used as a reason for extending the deadline for submission, unless UNDP determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

## FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL

To: Dale Kacivi, Procurement Associate

Dear Sir:

We, the undersigned, hereby offer to render the following services to UNDP in conformity with the requirements defined in the RFP **(RFP/FJI10-012-2022)** dated 9/2/2022 , and all of its attachments, as well as the provisions of the UNDP General Contract Terms and Conditions:

**A. Qualifications of the Service Provider (Provide these documents or written evidence)**

*The Service Provider must describe and explain how and why they are the best entity that can deliver the requirements of UNDP by indicating the following:*

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) Track Record – list of clients for similar services as those required by UNDP, indicating description of contract scope, contract duration, contract value, contact references;*
- d) Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- e) Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

**B. Proposed Methodology for the Completion of Services (Provide these documents or written evidence)**

*The Service Provider must describe how it will address/deliver the demands of the RFP; providing a detailed description of the essential performance characteristics, reporting conditions and quality assurance mechanisms that will be put in place, while demonstrating that the proposed methodology will be appropriate to the local conditions and context of the work.*

**C. Qualifications of Key Personnel (Provide these documents or written evidence)**

*The Service Provider must provide:*

- a) Names and qualifications of the key personnel that will perform the services indicating who is Team Leader, who are supporting, etc.;*
- b) CVs demonstrating qualifications must be submitted if required by the RFP; and*
- c) Written confirmation from each personnel that they are available for the entire duration of the contract.*

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

	<b>Deliverables</b> <i>[list them as referred to in the RFP]</i>	<b>Percentage of Total Price</b> <i>(Weight for payment)</i>	<b>Price</b> <i>(Lump Sum, All Inclusive)</i>
1	<ul style="list-style-type: none"> <li>a. Diagnostic Assessment and Report on each of the 10 projects selected.</li> <li>b. A two-page infographic per project summarizing findings and recommendations for the diagnostic report.</li> </ul>	50%	
2	<ul style="list-style-type: none"> <li>c. Intensive, comprehensive and tailored business acceleration plan for the 10 projects and their project proponents</li> <li>d. A detailed report articulating the readiness of each of the 10 projects for private sector investment and the activities conducted and completed under Activity 2.</li> </ul>	30%	
3	<ul style="list-style-type: none"> <li>a. Highly professional and well-structured business pitch decks for each of the 10 projects.</li> <li>b. Two-page infographic summarizing the business objectives and key investment pitches.</li> <li>c. Detailed report on events organized to match-making the project proponents and investors and corporates (relevant to their stage), including on-stage pitches and also 1-1 investor deep-dive meetings and their outcomes.</li> </ul>	20%	
	<b>Total</b>	<b>100%</b>	

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

E. **Cost Breakdown by Cost Component** [*This is only an Example*]:

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
<b>I. Personnel Services</b>				
a. Team leader				
b. Expertise 1				
c. Expertise 2				
d. Expertise 3				
e. Expertise 4				
<b>II. Other Related Costs</b>				

*Note: Bidders are expected to state their travel cost as per the scope of requirement.*

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

## ***General Terms and Conditions for Services***

### **1.0 LEGAL STATUS:**

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

### **2.0 SOURCE OF INSTRUCTIONS:**

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

### **3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:**

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### **4.0 ASSIGNMENT:**

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

### **5.0 SUB-CONTRACTING:**

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

### **6.0 OFFICIALS NOT TO BENEFIT:**

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

### **7.0 INDEMNIFICATION:**

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This



provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

#### **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
  - 8.4.1** Name UNDP as additional insured;
  - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;
  - 8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

#### **9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

#### **10.0 TITLE TO EQUIPMENT:**

Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or degraded beyond normal wear and tear.

#### **11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:**

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor

acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

## **12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:**

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

## **13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:**

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

- 13.1** The recipient ("Recipient") of such information shall:
  - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
  - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
  - 13.2.1** any other party with the Discloser's prior written consent; and,
  - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information

for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## 15.0 TERMINATION

- 15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2 UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3 In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## 16.0 SETTLEMENT OF DISPUTES

- 16.1 **Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.
- 16.2 **Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

## **17.0 PRIVILEGES AND IMMUNITIES:**

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

## **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

## **19.0 CHILD LABOUR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

## **20.0 MINES:**

**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

## **21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

## **22.0 SEXUAL EXPLOITATION:**

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

## **23.0 AUTHORITY TO MODIFY:**

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