***Tender Ref: \_ 002/2021 AFG/07/2021/ SR Ref: 306979- Private Sector Consultancy Services – Budget Code:  0902 – 1102-EU219-07-EC-AWARE***

**Concept Note Terms of Reference (TOR)**

**Private Sector Consultancy Engagement Services**

**EU AWARE Project**

1. **Background**

Concern Worldwide is leading a consortium with Save the Children and New Way Social and Development Organization for a European Commission-funded project: Advancing Women-led Agro Businesses to Reach Economic Empowerment (AWARE). The project will be implemented in five provinces of Northern Afghanistan―Badakhshan, Takhar, Kunduz, Jawzjan, and Balkh―over a 48-month period beginning in April 2021. AWARE aims to support the development or expansion of sustainable women-led agro businesses and to foster an enabling environment for women’s economic empowerment in urban and rural areas by jointly addressing economic and behavioral barriers. The project primarily supports unemployed/underemployed women and existing women-led micro and small agro businesses with potential for sustainable scale-up. This involves the provision of quality business and agro-asset support as well as competitive conditional cash grants, alongside a comprehensive package of carefully phased trainings ranging from gender and life skills to in-depth agriculture and business courses.

Subject to EC procurement rules, Concern Worldwide is seeking to contract an Afghan private sector consultancy firm to enhance the private sector’s role in the project and be the preferred supplier of private sector development consultancy services to the Consortium through the four-year programme duration.

1. **Scope of Work**

The consultant will work under the supervision of the Consortium Director and in coordination with the Consortium partners. The Consultant is required to provide support to EC-AWARE Project Consortium team to capacitate 145 existing and 235 new women-led agribusinesses identified in the targeted 10 districts of the five provinces to effectively access services and opportunities with sustainable linkages to markets and private sector actors. Districts targeted through the programme are Balkh – Dehdadi and Khulm, Jawzjan – Sheberghan and Faizabad, Kunduz – Kunduz City and Imam Sahib, Badakhshan – Kishem and Baharak, and Takhar – Kalofgan and Farkhar. An equal split of both existing and new businesses is expected across the ten districts. New women-led agribusinesses will consist of approximately ten members. It is anticipated that existing businesses will comprise approximately 5 members/employees each.

The key tasks for the private sector consultant in Purchase Order One are:

**Task 1: Facilitate the conducting of capacity and needs assessments and development of growth plans for 145 existing women-led micro and small enterprises**

* Develop capacity and needs assessment tools to administer to existing businesses in the concerned value chains, which additionally facilitate the creation of growth plans with growth milestones for each business
* Guide approximately 20 members of the consortium project team to conduct capacity and needs assessments of the 145 existing women-led agribusinesses using the tools developed to identify their business and product gaps and potential for functional, product and process upgrading; and to develop individual business growth plans together with business owners setting out key milestones for their growth. The growth plans and milestones developed will provide the business owners with a focus with targets and stepped trajectory to achieve their goals. These plans are intended to serve as the foundation of coaching sessions ongoing through the project between the programme team and the businesses supported
* Collate and analyse data captured through capacity and needs assessments tools to identify the value chain-specific needs of businesses to enable them to generate and employment growth
* Provide overall recommendations for programme implementation based on the outcomes of the capacity and needs assessments tools
* Provide recommendations on the viable asset and financial assistance required for the existing women-led agro-businesses

**Task 2: Review and provide expert feedback to finalize the drafted five agriculture value chain training manuals, and provide training to consortium staff from experts in the value chains**:

* Recommend the learning objectives for the value chain development trainings
* Review and elaborate upon the existing drafted training packages that should contain all of the necessary activities for facilitation of training sessions and field practices aiming to improve the capacities of the program participants in production, processing and packaging of the five agriculture value chains. Manuals must be provided in both English and Dari versions
* Provide a Training of Trainers to consortium staff by experts in the five value chains (saffron, dairy, fruit, vegetables, and almonds) on all aspects of production, processing and packaging in the value chains. Training should be delivered in Kabul at a secure location sourced by the supplier, to approximately 20 participants

**Task 3: Develop a business management and marketing training manual**

* Identify context specific feasible approaches to formalize and professionalize the existing traditional and informal women-led agro-business practices
* Develop the business management and marketing training manual targeted for both new and existing women-led agro-businesses, in both English and Dari
* Develop a simple set of tools for women of low literacy and numeracy to use in the management of their business finances and operations
* Provide a Training of Trainers for the consortium team to deliver the designed business management and marketing training using the manual created. Training should be delivered in Kabul at a secure location sourced by the supplier, to approximately 20 participants

**Task 4: Develop value-chain specific market analysis tool**

* Develop value chain-specific business and market analysis survey tools that will provide up to-date information on market opportunities, current prices, market trends, seasonal impacts, consumer preferences, quality standards and key market players
* Providing training to Consortium Programme staff in the use of the tools and the gathering of market information

**Task 5: Map and analyse market actors**

* + Identify and compile a categorised database of market actors operating in, or willing to operate in, the selected districts and value chains of the programme, including financial services providers, business networks, input providers, offtakers, aggregators, traders, and retailers who could assist in the growth of women-led businesses in the selected value chains, for example as potential input providers, buyers or end-customers for the businesses. The database must contain names, locations, contact details, and details of the potential role, an indicator of size, interest in relation to the programme, business and value chain of each actor, as well as a general description of the actor’s enterprise
  + Prioritize market actors identified to highlight those of greatest interest to the programme and their potential role in relation to the businesses supported through it

**Future purchase orders through the programme are expected to include:**

* Developing market linkages;
* Facilitating consultations with sectoral experts for existing businesses and WABCs;
* Support to the development of investment plans and forming of partnerships with Financial Services Providers.

The Consortium intends to sign a four-year framework agreement with the selected supplier, under which purchase orders will be raised according to programme needs.

Note that the Consortium is in no way bound to use the services of the selected supplier for future programme needs relating to private sector development consultancy services. The programme may at any point select an alternative supplier for individual purchase orders. However, it is the intent of the Consortium to work with the selected supplier to fulfil future as well as present needs.

**Roles and Responsibility (Consortium Organizations and Consultant)**

**Consultant:**

* Expected to review the relevant project documents and available studies from the Project Consortium Director prior to starting the field work
* Desk review on the value chain analysis conducted by Consortium and other secondary resources focused on the selected five value chains
* Work collaboratively with the programme team of the Consortium, and the Consortium MEAL team, including allowing for review processes in timelines and taking onboard feedback from the programme teams, in conducting the above tasks
* All logistical arrangements and budgets of travel, communication and accommodation during field engagement will be managed by the consultant at the consultant’s own expense

**Consortium Organisations:**

* Assist on collecting capacity and needs assessment with existing women-led agro-businesses
* Provide draft agriculture value chain training manuals
* Assist the consultant in facilitating the engagement with the new and existing women-led businesses

**Timeframe Phase 1**

|  |  |  |
| --- | --- | --- |
| **Task** | **Deliverable** | **Time frame** |
| 0. Programme Planning | * + Inception Report containing a Detailed Implementation Plan | Sep, 2021 |
| 1. Capacity and needs assessment tool developed and conducted on existing women-led agro-businesses | * Capacity and needs assessment tool * Collated and analysed data * Overall recommendations for programme implementation based on the outcomes of the capacity and needs assessments tools * Recommendations on the viable asset and financial assistance required for the existing women-led agro-businesses | Sep – October, 2021 |
| 1. Review and provide expert feedback to finalize the drafted five agriculture value chain training manuals, and provide training to consortium staff from experts in the value chains | * + Finalised training manuals for each of the five agriculture value chains in both English and Dari versions   + Training of Trainers to consortium staff by experts in the five value chains (saffron, dairy, fruit, vegetables, and almonds) | Early October, 2021 |
| 1. Develop business management and marketing training manual and deliver ToT on business and marketing to programme staff | * + Business management and marketing training manual   + Training of Trainer workshop facilitated for Consortium Team | October – December, 2021 |
| 1. Develop value-chain specific market analysis tool | * + Value chain-specific market analysis tool   + Train Programme staff in use of the tool | September – November 2021 |
| 1. Map and analyse market actors | * + Prioritised and categorised database of market actors | December 2021 – February 2022 |

Phase 2 & 3 to be defined at a later stage as the programme develops and will be incorporated into the scope of this concept note as an amendment.

1. **Type of Contract**

This is a fixed term contract (4 years) and shall be extended by either parties up on their agreement.

1. **Terms of payment**

The Consultant will be paid:

* 20% of the total fee upon successful completion and formal acceptance by the Consortium Director of the Inception Report;
* 20% of the total fee upon successful completion and formal acceptance by the Consortium Director of Task 1 with associated deliverables;
* 20% of the total fee upon successful completion and formal acceptance by the Consortium Director of Tasks 2 and 3 (combined) with associated deliverables;
* 20% of the total fee upon successful completion and formal acceptance by the Consortium Director of the value-chain specific market analysis tool (Task 4);
* 20% of the total fee upon successful completion and formal acceptance by the Consortium Director of the prioritized and categorized database of market actors (Task 5).

Each payment will follow a payment request (invoice) from the consultant.

1. **Qualifications**

**Educational Qualifications:**

Advanced university degree (Master Degree or above) in Business Administration, Agri-business, Economics, Marketing or other relevant disciplines, with proven track record in business development and private sector engagement.

**Required Experience**

* An experienced (at least 5 years) social or development expert with substantive knowledge and experience of private sector engagement initiatives for development projects;
* Extensive experience in capacity and needs assessments of agribusiness micro, small and medium-sized enterprises (MSMEs);
* Experience in providing business consulting services, including marketing, to agribusiness MSMEs and in supporting them to develop bankable growth and investment plans;
* Experience in supporting women-owned businesses and of addressing the gender-specific constraints they encounter;
* Experience in mapping market actors and developing market linkages;
* Experience in researching and analysing markets;
* Experience in the design and delivery of training and training of trainers;
* In-depth experienced team of experts in saffron, vegetable, fruit, almond, grapes and dairy value chains;
* Experience in the development of Afghan value chains in high-value crops/livestock and farmers group marketing organizations;
* Experience in developing training materials for target groups with low levels of literacy and financial literacy/numeracy;
* Experience in travelling and working to different provinces of Afghanistan and demonstrative operational capacity to perform the services required in the provinces listed and in the timeline provided.

1. **Application Requirements**

Applicants should send a proposal including the below to Concern office based in Street # 5, Qala-e-Fathullah in English language by 5 o’clock in the evening Kabul time on 27 Sep 2021:

* Cover Letter (Appendix A)
* Technical Proposal (maximum 9 pages A4):
  + Interpretation and understanding of the terms of reference
  + Capability statement including the Table of Past Performance (Appendix B)
  + Methodology and approaches
  + Gantt chart with a fixed delivery time and disbursements
  + Organization chart of the proposed team
  + CVs of the proposed team
* Financial Proposal (maximum 2 pages A4):
  + Breakdown of the proposed fee by Task, in Afghan local currency
  + Budget narrative
* Copy of the valid business license
* Proposal must have at least 30 days validity

1. **Submission guideline:**

* Closing date for bid submission 27-Sep-21
* Opening session on 29 Sep-21
* Evaluation meeting on 30 Sep-21.
* The proposal must be prepared in local currency and submitted in sealed envelopes with tender reference and the bidders’ details like name, address, mobile #, date and time of submission etc..to the following address:

Wahidullah Nazari – Finance Coordinator| Concern Worldwide Kabul Office

Tel: +796 412 412 | 0796251130

Kabul Office: Qala-e- Fatullah Main Road, Street # 5th, House #1117- Kabul,

Kabul, Afghanistan

For technical information please email [afg.info@concern.net](mailto:afg.info@concern.net) with the subject line AWARE Private Sector Consultancy Technical Query for Consortium Director.

1. **Tender Cancellation:**

Concern worldwide in Afghanistan reserve the right to terminate or cancel this tender process for many reasons but not limited only to project cancellation, not receiving enough bids, dramatic change in the service/materials required and or costs exceeding the limit of the project.

**Concern’s Standard Terms and Conditions**

**CONCERN WORLDWIDE**

**PROCUREMENT TERMS AND CONDITIONS**

Unless the context indicates otherwise, the term “Buyer” refers to Concern Worldwide. The term “Supplier” refers to the entity named on the order and contracting with the Buyer. The term “Contract” can be taken to mean either (a) the purchase order or (b) the supply/service agreement, whichever is in place.

**GENERAL TERMS AND CONDITIONS**

**1) Price**: The prices stated on the order shall be held firm for the period and / or quantity unless specifically stated otherwise

**2) Source of Instructions:** The Supplier shall not seek nor accept instructions from any source external to Concern Worldwide in relation to the performance of the contract.

**3)** **Assignment:** The Supplier shall not assign, transfer, sublet or subcontract the contract or any part thereof without the prior written consent of the Buyer.

**4) Corruption:** The Supplier shall not give, nor offer to give, anyone employed by the Buyer an inducement or gift that could be perceived by others to be a bribe. The Supplier agrees that a breach of this provision may lead to an immediate end to business relationships and termination of existing contracts.

**5) Confidentiality :** All data, including but not limited to, maps, drawings, photographs, estimates, plans, reports and budgets that has been compiled by or received by the Supplier under the contract shall be the property of Concern Worldwide and shall be treated as confidential. All such data should be delivered to the authorized officials representing the Buyer upon request.

**5.1)** The Suppliermay not communicate at any time to any other person, government or authority external to Concern Worldwide, any information that has been compiled through association with Concern Worldwide which has not been made public except with written authorisation from the Buyer. These obligations do not lapse upon termination of the contract.

**6)** **Use of Emblem or Name:** Unless otherwise agreed in writing; the Supplier shall not advertise nor make public the fact that it is supplying goods or services to the Buyer, nor shall the Supplier in any way whatsoever use the name or emblem of Concern Worldwide in connection with its business or otherwise.

**7) Observance of Law:** The Supplier shall comply with all laws, ordinances, rules and regulations bearing upon the performance of its obligations under the terms of the contract.

**8) Force Majeure:** The meaning of the term can be taken to mean acts of God, war (declared or not), invasion, revolution, insurrection or acts similar in nature or force.

**8.1)** In the event of and as soon as possible after the occurrence of any cause deemed *force majeure,* the Supplier must inform theBuyer of the full particulars in writing. If the supplier is rendered unable either in part or in whole to perform its obligations then the Buyer shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances.

**8.2)** If the Supplier is permanently rendered incapable in whole or part by reason of *force majeure* to complete its obligations and responsibilities under the contract then the Buyer will have the right to suspend or terminate the contract on the same terms and conditions laid out in section 9, Cancellation.

**9) Cancellation:** The Buyer reserves the right to cancel the contract should it suspend its activities or through changes to its mandate by virtue of the Executive Council of Concern Worldwide and/or lack of funding. In such a case the Supplier shall be reimbursed by Concern Worldwide for all reasonable costs incurred by the Supplier, including all materials satisfactory delivered and conforming to specification and terms of contract, prior to receipt of the termination notice.

**9.1)** Should the supplier encounter solvency problems including, but not limited to, bankruptcy, liquidation, receivership and similar, the buyer reserves the right to terminate the contract immediately without prejudice to any other right or remedy it may have under the terms of these conditions.

**10) Warranty:** The Supplier shall provide the Buyer with all manufacturers’ warranties. The supplier warrants that all goods supplied in relation to the contract meets specification, is defect free and is fit for the purpose of the intended use. If, during the warranty period, the goods are found to be defective or non- conforming to specification, the Supplier shall promptly rectify the defect. If the defect is permanent then at the choice of the Buyer the Supplier will either replace the item at their cost or reimburse the Buyer.

**11) Inspection and Test:** The Supplier must inspect the goods prior to dispatch to ensure conformance to specification and/or any other provisions of the contract. The Buyer reserves the right to inspect the goods for compliance with specifications and provisions of the contract. If, in the Buyers’ opinion, the goods and/or services do not comply with the specification, the Buyer will inform the Supplier in writing. In such a case the Supplier shall take the necessary action to ensure compliance, liability for any additional cost incurred for rectifying compliance will rest with the Supplier.

**12) Changes:** The Buyer reserves the right to make reasonable changes at any time to the specification, drawings, plans, quantity, packing instructions, destination, or delivery instruction. If any such change affects the price of goods or performance of service the Supplier and Buyer may negotiate an equitable adjustment to the contract, provided that the Supplier claims for adjustments in writing to the Buyer within 30 days from being notified of any change.

**13) Export Licence:** If an export licence or licences are required for the goods, the Supplier has the responsibility to obtain that licence or licences.

**14) Payment Terms:** Unless otherwise agreed, payment terms will be net 30 days from receipt of a correctly prepared invoice.

**15) Ethics:** The Conduct to which Concern expects all of its suppliers to respect is as follows;

* Suppliers must adhere to International Labour Organisation (ILO) labour conventions, particularly international labour standards, social protection and work opportunities for all.
* Employment is freely chosen.
* The rights of staff to freedom of association and to collective bargaining are respected.
* Working conditions are safe and hygienic.
* No exploitation of children is tolerated.
* Wages paid are adequate to cover the cost of a reasonable living.
* Working hours are not excessive.
* No discrimination is practiced.
* Regular employment is provided.
* No harsh or inhumane treatment of staff is tolerated.
* Local labour laws are complied with.
* Social rights are respected

Additionally, by acceptance by a supplier, service provider or contractor of a Concern supply, service or works contract, they understand and agree to abide by the terms of the Concern safeguarding policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy).

**15.1)** Environmental Standards - Suppliers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

* Waste Management.
* Packaging and Paper
* Conservation
* Energy Use
* Sustainability

**16) Rights of Concern Worldwide:** Should the supplier fail to perform under the terms and conditions of the contract, including but not limited to failing to obtain export licenses or to make delivery of all or part of the goods by the agreed delivery date(s), the buyer may, after giving reasonable notice to the Supplier, exercise one or more of the following rights:

* Procure all or part of the goods from an alternate source, in which event the Buyer may hold the Supplier liable for additional costs incurred.
* Refuse to accept all or part of the goods.
* Terminate the contract.

**16.1)** The contract will be terminated in the event of corrupt, fraudulent, collusive and/or coercive practices and the European Community will be informed where such practices may affect their financial interests.

**17) Rights of access for test purposes:** Concern Worldwide is contractually obliged to facilitate certain donor’s direct access to suppliers for test purposes. This obligation is extended to all Concern suppliers. (ECHO Ref: FPA, Annex III)

**18) No Agency:** This order does not create a partnership between the Buyer and Supplier or make one party the agent for the other for any purpose.

**19) ECHO Compliance:** All Concern Suppliers must be compliant with supply, works and service contracts awarded within the framework of humanitarian actions financed by the European Union. (Ref: ECHO FPA, Annex III)

**Code of Conduct and Safeguarding:**

Concern has a Code of Conduct, Programmed Participant Protection Policy and Safeguarding which have been developed to ensure the maximum protection of Programme participants, especially beneficiaries, from abuse, exploitation and do not hard the children and vulnerable adults and they do not expose them to the risk of harm and abuse, and to clarify the responsibilities of Concern staff, partner organizations, and anyone engaged by Concern or visiting our Programme, and the standards of behavior expected of them.

Any candidate offered a job with Concern Worldwide will be expected to read, understanding and sign the Programmed Participant Protection Policy, and Code of Conduct and safeguarding as an appendix to their contract of employment and conduct themselves in accordance with the provisions in these two documents.

**Equality:**

Concern believes that poverty cannot be eliminated without addressing inequality. We are committed to making equality central to our being and doing, through promoting and integrating equality and diversity at every level within our organisation and demonstrating this commitment locally, nationally and globally. ‘Our aim is to promote equality and respect for diversity in all aspects of our work. We believe that women’s empowerment and equality between women and men are prerequisites to, and components of, poverty elimination. While addressing discrimination on grounds of race, disability, religion or otherwise, we will pay special attention to gender issues.’ Staff is required to commit to Concern’s equality policy and gender guidelines at all times while in the employment of Concern Worldwide.

**Appendix A – Cover Letter**

[On Firm’s Letterhead]

<Insert date of submission>

To: Concern Worldwide, FAO Consortium Director EC-AWARE

We, the undersigned, provide the attached technical and cost proposals in accordance with the Terms of Reference for the provision of consultancy services to the EC-AWARE project in Badakhshan, Takhar, Kunduz, Balkh and Jawzjan.

1. We have examined and accept in full the content of the dossier for invitation to tender (Including Concern’s Programme Participant Protection Policy) No. <……………………………….> of <date>. We hereby accept its provisions in their entirety, without reservation or restriction.
2. We offer to deliver, in accordance with the terms of the tender dossier and the conditions and time limits laid down, without reserve or restriction.
3. The price of our tender excluding spare parts and consumables etc, if applicable is:
4. This tender is valid for a period of 30 days from the final date for submission of tenders.
5. We will inform Concern immediately if there is any change in the above circumstances at any stage during the implementation of the contract. We also fully recognise and accept that any inaccurate or incomplete information deliberately provided in this application may result in our exclusion from this and other contracts of the contracting authority.
6. We note that Concern is not bound to proceed with this invitation to tender and that it reserves the right to award only part of the contract.
7. We agree to adhere to all of the terms and conditions of the contracting authority as provided in the tender dossier.
8. We confirm that we are not engaged in any corrupt, fraudulent, collusive or coercive practices and acknowledge that if evidence contrary to this exists, Concern reserves the right to terminate the contract with immediate effect.
9. We are not bankrupt or being wound up, are having our affairs administered by the courts, have not entered into an arrangement with creditors, have not suspended business activities, are not the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations.
10. We have not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata.
11. We have not been guilty of grave professional misconduct proven by any means which the contracting authority can justify.
12. We have fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which we are established or with those of the country of the contracting authority or those of the country where the contract is to be performed.
13. We have not been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organization or any other illegal activity detrimental to the European Communities financial interests.
14. We are not currently subject to an administrative penalty referred to in Article 96(1) of the European Commission Financial Regulation.
15. We are not subject to a conflict of interest in accordance with Article 94(a) of the European Commission Financial Regulation.
16. We confirm that we have read and understand the Concern Code of Conduct and associated policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy) and agree to abide by the terms of these policies in all of our activities under any Concern supply, service or works contract.

Additionally we commit to abide by the points listed below;

* Employment is freely chosen.
* The rights of staff to freedom of association and to collective bargaining are respected.
* Working conditions are safe and hygienic.
* No exploitation of children is tolerated.
* Wages paid are adequate to cover the cost of a reasonable living.
* Working hours are not excessive.
* No discrimination is practiced.
* Regular employment is provided.
* No harsh or inhumane treatment of staff is tolerated.
* Local labour laws are complied with.
* Social rights are respected
* Additionally, we confirm that we have read and understand the Concern Code of Conduct and associated policies (Programme Participant Protection Policy, Child Safeguarding Policy and Anti-Trafficking in Persons Policy) and agree to abide by the terms of these policies in all of their activities under a Concern supply or service contract

19a Environmental Standards

Suppliers should as a minimum, comply with all statutory and other legal requirements relating to environmental impacts of their business. Areas which should be considered are:

* Waste Management.
* Packaging and Paper
* Conservation
* Energy Use
* Sustainability

Name and function:

Date:

Signature:

Yours faithfully

Name and first name: <[…………………………………………………………………>

Title: <……………………………………………………………………………………>

Duly authorised to sign this tender on behalf of:

<………………………………………………………………………………………...…>

Place and date: <…………………………………………………………….……………>]

Stamp of the firm/company:

**Appendix B – Table of Past Performance**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Project Title | Description of Activities | Location | Client Name/ Tel No | Cost  (USD) | Start-End  Dates |
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