SCHEDULE A

TERMS OF REFERENCE

Tunisia: Facilitating participation from small and medium enterprises (SMEs) in public tenders conducted on the Tunisian eProcurement system (TUNEPS) – Advanced e-commerce business skills training for SMEs

1. BACKGROUND

Tunisia adopted a new public procurement ‘Decree 2013-5096’ in 2013. This legislation modernised national public procurement system and provided for the establishment of an electronic procurement platform, ‘TUNEPS’. Building on this, a new regulation was adopted in December 2016 and provided for a simplified procedure for low-value public contracts suitable for online shopping on TUNEPS. The online shopping regulation entered into force in March 2017 and following its adoption, the use of new procedure was promoted across the country by a regional training programme that has reached over five hundred local SMEs and five hundred representatives of contracting entities in regional towns of Tunisia. Training sessions were delivered as a hands-on training - during each training session, local SMEs identified and invited by local business associations (UTICA and CONNECT are partnering with the Bank on this programme) and chambers of commerce were registered on TUNEPS, learned how to use electronic signatures for online bidding and how to submit their offers online on TUNEPS and participated in mock bidding for public contract. It is planned that by November 2017 first phase of training programme will reach a target of 1000 SMEs and 500 contracting entities.

The second-tier of training programme for local SMEs in Tunisia, as described in the below terms of reference, will provide a follow up with SMEs trained during first phase who actively participated in online bidding on TUNEPS. The aim of second-tier and advanced training programme is to improve business skills of SMEs who started to participate in online bidding on TUNEPS in order to enable them to make best use of e-commerce opportunities. It is planned that training shall inform SMEs how to develop successful technical and financial proposals for electronic bidding on TUNEPS, including high value contracts and framework agreements as well as popularise electronic commerce (‘eCommerce’) and online banking skills, including electronic invoices and payments.

The European Bank for Reconstruction and Development (‘EBRD’ or the “Bank”) intends to engage the services of international consultant and local consultants (the “Consultant”) to work with the Tunisian public procurement authority HAICOP in charge of developing public procurement policy and operating TUNEPS to conduct capacity building training in compliance with international best practice (the “Assignment”).

The EBRD Small Business Initiative team based in Tunis will lead the second-tier training programme, identify interested SMEs together with TUNEPS team and will help mobilise local consultants who have had earlier experience of promoting e-commerce and business skills to SMEs by providing ‘Training of the Trainers’ programme. The consultants will work closely with, or be selected from Tunisian business associations including the Union of Industry, Trade and Handicrafts (UTICA) and, or the Confederation of Tunisian Citizen Enterprises (CONECT). It is planned that a total of 10 Consultants from all regional towns in Tunisia will be trained through a ‘Training of the Trainers’ component in order to deliver regional sessions and serve as TUNEPS regional trainers upon completion of the advanced training programme.
2. OBJECTIVES

The objective of the Assignment is to consolidate online bidding skills and to improve the e-commerce business skills of local Tunisian SMEs allowing them to successfully compete for all types of public contracts on TUNEPS, Tunisia’s electronic procurement platform.

3. SCOPE OF WORK

The Consultants shall undertake the following tasks under the Assignment:

I - Kick-off meeting and work plan preparation:

The Consultant shall participate in a kick-off meeting with the EBRD project team responsible for delivery of first tier of the training programme. Following the discussions and areas agreed with the EBRD’s team and counterparts in Tunisia will prepare an Inception Report including a work plan for the full duration of the second tier of SMEs training programme (the “Work Plan”).

II – Interviews to identify local consultants

The Consultant shall work with UTICA and CONNECT as well as chambers of commerce to identify suitable local consultancies specialising in business skills for e-commerce and to engage them for delivery of second-tier training programme. Candidates identified shall be interviewed jointly by the EBRD and TUNEPS team – counterparts of first tier of training programme. Based on results of interviews, best 10 candidates will be invited to undertake Training of the Trainers programme. Upon satisfactory completion of the Training of the Trainers programme (minimum 80 per cent score in testing upon completing the training) local consultants will be engaged by the Consultant to deliver second-tier training programme for SMEs in regional towns in Tunisia.

III – Development and delivery of Training of the Trainers (ToT) Programme:

The Consultant, working together with the EBRD project team who delivered first tier of the SMEs training programme, shall develop and deliver Training of the Trainers programme allowing locally engaged consultants to become familiar with relevant public procurement legislation for online bidding on TUNEPS and all features of the TUNEPS eProcurement platform.

IV – Development of the training programme for SMEs and relevant online resources for TUNEPS:

The Consultant shall design and develop a practical and business-case based curriculum for training programme suitable for local SMEs covering the following topics: quality technical and financial proposals, online bidding and pre-qualification, electronic commerce (‘eCommerce’), including digital invoicing and payments and online banking (‘eBanking’) skills.

As part of the training programme, the Consultant shall prepare training materials in English for the Bank’s approval and afterwards will produce quality French and Arabic version to be presented to participants in hard copy during the trainings as well as made downloadable from the TUNEPS website.

The design of the capacity building training programme and the contents of the training materials as well as online resources for TUNEPS must be agreed with the TUNEPS team at HAICOP and with local business stakeholders, UTICA and CONNECT in particular.

V - Delivery of capacity building training for SMEs:

Based on the above training programme, the Consultants shall develop in cooperation with business associations and local chamber of commerce and deliver advanced business skills training in the form
of a one-day session. Training sessions will be held in district towns in Tunisia as well as Tunis and will be available by invitation only.

To ensure best results, it is required that only SMEs who:

a) participated in first tier of training programme;
b) submitted at least one online bid on TUNEPS;
c) continue fulfil pre-qualification criteria for public tenders

are invited to participate in second-tier advanced trainings.
The objective of the second-tier capacity building programme is to offer in total 24 training sessions, each designed for 20 to 30 SMEs participants and target a maximum of 1000 SMEs.

VI - Evaluation and feedback session:

Further to the delivery of the capacity building training, the Consultant shall hold an evaluation and feedback session with the HAICOP, local consultants and business associations to wrap up the Assignment and to ensure training sessions for contracting authorities are effective and provide a model for regular business and procurement skills training.

4. EXPECTED RESULTS AND PROJECT DELIVERABLES

By implementation of the project the following project targets/objectives should be accomplished:

1. 10 local business consultants identified, trained and engaged to create local training capacity for electronic bidding and e-commerce, accessible to each regional town in Tunisia;
2. ‘Training of the Trainers’ programme training curriculum available online in English, French and Arabic;
3. Advanced Business Skills Training for SMEs training curriculum available online in English, French and Arabic;
4. A minimum of 800 and maximum of 1000 SMEs engaged in capacity building programme, in capital and in regional towns in Tunisia, to be calculated based on participation records;
5. Business associations and chambers of commerce actively participating and contributing to minimum of 15 training sessions for SMEs;
6. Positive evaluation and feedback from HAICOP, TUNEPS, UTICA and CONECT – a minimum of 80 per cent score of satisfaction survey undertaken at feedback session.

To achieve project objectives outlined above, the Consultant shall produce the following deliverables for the Assignment:

1. **Draft Inception Report and Work Plan** (to be reviewed and approved by the HAICOP and the EBRD) – within 14 days of the kick-off meeting;
2. **18 Monthly update calls and progress reports** highlighting activities and achievements for the Assignment tasks and deliverables during the reporting period – within 7 days after the end of the reporting month;
3. **7 Quarterly result matrix reports** outlining tasks completed towards achieving planned results of the project – within 14 days before the end of the reporting period;
4. **Report from interviews and list of proposed candidates for local consultants**;
5. **Report from completion of the ‘Training of the Trainers’ programme**, including copies of training curriculum in English, French and Arabic, training materials in English, French and Arabic and examination results achieved by participants;
6. **Report from completion of Advanced Business Skills Training for SMEs**, including copies of training curriculum in English, French and Arabic, training materials in English, French and Arabic and participation records from completed trainings;


The Consultant shall include the following statement on all written materials shared with a third party: “This document has been produced releasing the EBRD from any liability relative to the selection of the Consultant and the quality of the Consultant’s work. In no respect shall EBRD incur any liability for any loss, cost, damage or liability related to the EBRD’s role in selecting, engaging or monitoring the Consultant or as a consequence of using or relying upon the services of the Consultant. This document has been produced exclusively for EBRD and is provided for illustration purposes only. EBRD makes no representation or warranty, express or implied, as to the accuracy or completeness of the information set forth in this document. EBRD has not independently verified any of the information contained in the document and EBRD accepts no liability whatsoever for any misstatement or omission therein. This document remains the property of EBRD.”

5. **IMPLEMENTATION ARRANGEMENTS**

5.1 **Operation Leader.** The Consultant shall report to the Bank’s Operation Leader (the “EBRD OL”) Eliza Niewiadomska (niewiade@ebrd.com or +44 207 338 7190) on all aspects of the Assignment. The Consultant may be required to report to other members of EBRD staff, if required.

5.2 **Assignment beneficiary.** The beneficiary of this Assignment is the Government of Tunisia, represented by HAICOP. HAICOP shall assist the Consultant with performing the activities under the Assignment, including the following:

5.2.1 Assistance with liaising with key officials within the government and the coordination of inputs from government stakeholders;

5.2.2 Access to relevant legal and technical staff and ICT resources, for a period necessary to complete the Assignment;

5.2.3 Relevant information within the context of the Assignment, as requested by EBRD or the Consultant;

5.2.4 Provision of necessary meeting rooms, Internet connection and associated facilities and other logistical support as appropriate.

5.3 Cooperation. The Consultant shall be required to share Assignment documents and information and shall work in cooperation with other international experts retained by the Bank to implement technical cooperation activities related to the Assignment under separate Terms of Reference, as and when required to achieve objectives of technical cooperation projects funded by the Bank. The Consultant may be required to work together with officials from the EU Member States and/or countries in the EBRD region that have recently introduced reform in governance of public procurement with, specifically, successful SMEs policies.

5.4 **Travel expenses.** The Consultant is responsible for their and their team’s travel and accommodation arrangements as necessary to complete the Assignment. The Consultant may be provided with logistics assistance during Assignment meetings and training sessions by a conference coordinator. The conference coordinator will appoint a project assistant to assist
with the implementation of the Assignment. The project assistant will be responsible for organising logistics for the Assignment meetings and training sessions and coordination with OLs and other experts working on the Assignment. The Consultant will be required to communicate with project assistant via the Assignment’s online workspace Huddle.

5.5 **EBRD website.** The Consultant shall be required to contribute to the EBRD technical cooperation websites and online resources by, among other things, providing their updated biographies, draft news items about their missions by uploading those on the Assignment’s online workspace Huddle.

5.6 **Assignment provisional and final work plan.** Within 14 days of the Assignment commencement date the Consultant shall prepare and submit to the EBRD OL for approval a provisional work plan and a schedule, to be agreed with the Assignment stakeholders. The Consultant shall prepare a specific project work plan upon the completion of the first Assignment mission / Inception Mission, including a final allocation of man-days stipulated in Schedule B of the consultancy contract to each of the Assignment deliverables. If the Inception Mission is scheduled within 14 days since signing the consultancy contract only specific work plan shall be prepared.

5.7 **Assignment work plan – contents.** The Assignment work plan shall specify reasonable deadlines for the submission of draft and final deliverables, which deadlines are required to be approved in advance by local counterparts and the OLs. Upon approval by the national stakeholders, the work plan will be binding to all parties involved.

5.8 **Assignment missions.** The Consultant may be required to undertake missions and attend meetings and conferences that are not specifically listed in the work plan but are necessary to achieve the Assignment’s objectives and contribute to completing the Assignment’s deliverables. In such cases no additional fee will be paid for the period of mission or conference, but all Consultant expenses will be covered from the Assignment budget.

5.9 **Monthly progress reporting.** The Consultant shall update the OLs on the Assignment’s progress on a monthly basis by submitting a monthly progress report and attending update meetings/conference calls as scheduled on the monthly basis by the OLs/project assistant. To this end, the Consultant shall produce monthly progress reports highlighting the activities and achievements for each project deliverable in the reporting period shall be prepared in accordance with the template of the monthly progress report as provided by the Bank. The report template may be updated by EBRD. Draft monthly progress reports shall be submitted for the EBRD OL’s review in advance to the monthly project update meeting by uploading it on the Assignment online workspace Huddle. The EBRD OL will provide comments on the draft during the monthly update meeting and the Consultant shall issue the final report within 5 working days of receiving the comments.

5.10 **Quarterly progress reporting.** The Consultant shall also produce biannual progress reports, which will incorporate the Assignment results matrix, including the Assignment outputs, outcome indicators and the Assignment outcome, shall be prepared in accordance with the template of the biannual progress report as provided by the Bank. The report template may be updated by EBRD.

5.11 **Final Assignment report.** Upon the completion of all deliverables envisaged under the Assignment, the Consultant shall submit via Huddle a final report for the EBRD OL’s approval. The final report shall contain, at a minimum, the following components:
5.11.1 A summary, in chronological order, of all the work that has been carried out by the Consultant (as envisaged by Section 3 of these Terms of Reference);

5.11.2 A description of any lessons learned in the process of implementing the Assignment.

5.12 **Language of the deliverables.** All deliverables shall be prepared in English, French and in Arabic, when required by local counterparts.

5.13 **Draft deliverables.** The Consultant shall provide draft deliverables to the EBRD OL for a review via Huddle. Before submitting final deliverables to the EBRD OL for approval (via Huddle), the Consultant shall address any comments received from the stakeholders and the EBRD OL.

5.14 **Delays in the Assignment implementation.** The Consultant shall immediately alert the Operation Leader as to any delays or envisaged delays which impact or are likely to impact upon deliverable deadlines.

5.15 **Assignment online workspace Huddle.** The Consultant shall upload all Assignment documents, including, but not limited to, monthly progress reports, assignment summaries, deliverables, the final report and other documents, to the Assignment online workspace Huddle. Such documents shall be recorded in the corresponding folders on the Assignment online workspace Huddle as per the instructions received from the OLs/project assistant. Documents for approval shall be submitted via Huddle for approval.

5.16 **Invoices payment.** The payment of invoices will be made upon completing the deliverable to the satisfaction of the Bank and following prior approval of monthly progress reports and final document(s) corresponding to each deliverable. Invoices for fees that are accepted for processing electronically should be submitted in a signed copy in PDF by email to DonorInvoices@ebrd.com. Invoices for reimbursable expenses are not accepted in electronic copies and should be delivered by registered mail or courier with all relevant documentation for claimed reimbursable expenses.