

REQUEST FOR PROPOSALS (RFP)

Mobile Money for the Poor (MM4P)

Mid-Term Evaluation



United Nations Capital Development

September, 2017

Section 1. Letter of Invitation
RFP/UNCDF/EVALUATION/2017/41139

New York
September 25, 2017

Request For Proposal (RFP) to conduct the Mid-term Evaluation of the Mobile Money for the Poor (MM4P) Programme

Dear Sir/Madam:

The Evaluation Unit of United Nations Capital Development Fund (UNCDF) hereby invites you to submit a Proposal to this Request for Proposal (RFP) for the above-referenced subject.

This RFP includes the following documents:

- Section 1 – This Letter of Invitation;
- Section 2 – Instructions to Proposers (including Data Sheet);
- Section 3 – Terms of Reference;
- Section 4 – Proposal Submission Form;
- Section 5 – Documents Establishing the Eligibility and Qualifications of the Proposer;
- Section 6 – Technical Proposal Form;
- Section 7 – Financial Proposal Form;
- Section 8 – Contract for Professional Services, including General Terms and Conditions.

You are kindly requested to *advise whether your company intends to submit* a Proposal by **COB, October 6th, 2017**. If that is not the case, UNCDF would appreciate your indicating the reason, for our records. Please send the email to the following address:

uncdf.procurement@uncdf.org
Attention: UNCDF Procurement Unit, New York

Please **send your offer electronically** comprising a technical proposal and financial proposal, in **separate emails** as prepared per the Instruction to Proposers (Data Sheet, DS 23). Your proposal should reach the dedicated email: uncdf.procurement@uncdf.org at or before **11:59 pm US Eastern Time, Tuesday, October 24, 2017**.

Marked with – “**RFP/UNCDF/41139 – Mid Term Evaluation – MM4P**”

If you request additional information, we would endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal. Please send your query to uncdf.procurement@uncdf.org.

Please note that at any time prior to the deadline for submission of Proposals, UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Proposer, modify the Solicitation Documents by amendment, including through provision of supplementary information. Prospective Proposers are therefore advised to regularly check the UNDP website <http://www.undp.org/procurement> for amendments.

Please note that the proposals that score at least 560 points over 800 in the first step of the technical evaluation will be invited to do a presentation of their proposals tentatively on **November 1 and 2, 2017** between 10 AM and 3 PM EST either at UNCDF office or through a skype video conference.

1. Proposed RFP timeline

RFP Timetable Activity	Deadlines
Publication on UNDP and other specialized websites	September 25, 2017
Expression of intent/ acknowledgement to bid. Please note this is not a mandatory requirement and does not deter participation in the RFP process so long as submission deadline is met.	October 6, 2017
Deadline for submission of Questions	October 10, 2017
UNCDF's response to vendors' requests for clarification	Responses will be provided on a rolling basis with last responses provided by UNCDF no later than October 16, 2017
Deadline for submission of proposals	11:59 PM EST, Tuesday, October 24, 2017
Evaluation of the proposals & Approval	Estimated 3 – 4 weeks approval

UNCDF is looking forward to receiving your Proposal and thank you in advance for your interest in UNCDF procurement opportunities.

Yours sincerely,

Andrew Fyfe, Head Evaluation Unit UNCDF

Section 2: Instruction to Proposers¹

Definitions

- a) “*Contract*” refers to the agreement that will be signed by and between the UNCDF and the successful proposer, all the attached documents thereto, including the General Terms and Conditions (GTC) and the Appendices.
- b) “*Country*” refers to the country indicated in the Data Sheet.
- c) “*Data Sheet*” refers to such part of the Instructions to Proposers used to reflect conditions of the tendering process that are specific for the requirements of the RFP.
- d) “*Day*” refers to calendar day.
- e) “*Government*” refers to the Government of the country that will be receiving the services provided/rendered specified under the Contract.
- f) “*Instructions to Proposers*” (Section 2 of the RFP) refers to the complete set of documents that provides Proposers with all information needed and procedures to be followed in the course of preparing their Proposals
- g) “*LOI*” (Section 1 of the RFP) refers to the Letter of Invitation sent by UNCDF to Proposers.
- h) “*Material Deviation*” refers to any contents or characteristics of the proposal that is significantly different from an essential aspect or requirement of the RFP, and: (i) substantially alters the scope and quality of the requirements; (ii) limits the rights of UNCDF and/or the obligations of the offeror; and (iii) adversely impacts the fairness and principles of the procurement process, such as those that compromise the competitive position of other offerors.
- i) “*Proposal*” refers to the Proposer’s response to the Request for Proposal, including the Proposal Submission Form, Technical and Financial Proposal and all other documentation attached thereto as required by the RFP.
- j) “*Proposer*” refers to any legal entity that may submit, or has submitted, a Proposal for the provision of services requested by UNCDF through this RFP.
- k) “*RFP*” refers to the Request for Proposals consisting of instructions and references prepared by UNCDF for purposes of selecting the best service provider to perform the services described in the Terms of Reference.

¹ Note: this Section 2 - Instructions to Proposers shall not be modified in any way. Any necessary changes to address specific country and project information, shall be introduced only through the Data Sheet..

- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNCDF under the RFP.
- m) “*Supplemental Information to the RFP*” refers to a written communication issued by UNCDF to prospective Proposers containing clarifications, responses to queries received from prospective Proposers, or changes to be made in the RFP, at any time after the release of the RFP but before the deadline for the submission of Proposals.
- n) “*Terms of Reference*” (TOR) refers to the document included in this RFP as Section 3 which describes the objectives, scope of services, activities, tasks to be performed, respective responsibilities of the proposer, expected results and deliverables and other data pertinent to the performance of the range of duties and services expected of the successful proposer.

A. GENERAL

1. UNCDF hereby solicits Proposals in response to this Request for Proposal (RFP). Proposers must strictly adhere to all the requirements of this RFP. No changes, substitutions or other alterations to the rules and provisions stipulated in this RFP may be made or assumed unless it is instructed or approved in writing by UNCDF in the form of Supplemental Information to the RFP.
2. Submission of a Proposal shall be deemed as an acknowledgement by the Proposer that all obligations stipulated by this RFP will be met and, unless specified otherwise, the Proposer has read, understood and agreed to all the instructions in this RFP.
3. Any Proposal submitted will be regarded as an offer by the Proposer and does not constitute or imply the acceptance of any Proposal by UNCDF. UNCDF is under no obligation to award a contract to any Proposer as a result of this RFP.
4. UNCDF implements a policy of zero tolerance on proscribed practices, including fraud, corruption, collusion, unethical practices, and obstruction. UNCDF is committed to preventing, identifying and addressing all acts of fraud and corrupt practices against UNCDF as well as third parties involved in UNCDF activities. (See http://www.UNCDF.org/content/dam/UNCDF/library/corporate/Transparency/UNCDF_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.UNCDF.org/content/UNCDF/en/home/operations/procurement/protestandsanctions/> for full description of the policies)
5. In responding to this RFP, UNCDF requires all Proposers to conduct themselves in a professional, objective and impartial manner, and they must at all times hold UNCDF’s interests paramount. Proposers must strictly avoid conflicts with other assignments or their own interests, and act without consideration for future work. All Proposers found to have a conflict of interest shall be disqualified. Without limitation on the generality of the above, Proposers, and any of their affiliates, shall be considered to have a conflict of interest with one or more parties in this solicitation process, if they:

5.1 Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNCDF to provide services for the preparation of the design, specifications, Terms of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;

5.2 Were involved in the preparation and/or design of the programme/project related to the services requested under this RFP; or

5.3 Are found to be in conflict for any other reason, as may be established by, or at the discretion of, UNCDF.

In the event of any uncertainty in the interpretation of what is potentially a conflict of interest, proposers must disclose the condition to UNCDF and seek UNCDF's confirmation on whether or not such conflict exists.

6. Similarly, the Proposers must disclose in their proposal their knowledge of the following:

6.1 That they are owners, part-owners, officers, directors, controlling shareholders, or they have key personnel who are family of UNCDF staff involved in the procurement functions and/or the Government of the country or any Implementing Partner receiving services under this RFP; and

6.2 All other circumstances that could potentially lead to actual or perceived conflict of interest, collusion or unfair competition practices.

Failure of such disclosure may result in the rejection of the proposal or proposals affected by the non-disclosure.

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNCDF's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.

8. All Proposers must adhere to the UNCDF Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

Proposers are required to complete, sign and submit the following documents:

9.1 Proposal Submission Cover Letter Form (see RFP Section 4);

9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);

9.3 Technical Proposal (see prescribed form in RFP Section 6);

9.4 Financial Proposal (see prescribed form in RFP Section 7);

9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11),

see prescribed Form in RFP Section 8);
9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

- 10.1 Proposers may request clarifications of any of the RFP documents no later than the date indicated in the **Data Sheet** (DS no. 16) prior to the proposal submission date. Any request for clarification must be sent in writing via courier or through electronic means to the UNCDF address indicated in the **Data Sheet** (DS no. 17). UNCDF will respond in writing, transmitted by electronic means and will transmit copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Proposers who have provided confirmation of their intention to submit a Proposal.
- 10.2 UNCDF shall endeavor to provide such responses to clarifications in an expeditious manner, but any delay in such response shall not cause an obligation on the part of UNCDF to extend the submission date of the Proposals, unless UNCDF deems that such an extension is justified and necessary.

11. Amendment of Proposals

- 11.1 At any time prior to the deadline of Proposal submission, UNCDF may for any reason, such as in response to a clarification requested by a Proposer, modify the RFP in the form of a Supplemental Information to the RFP. All prospective Proposers will be notified in writing of all changes/amendments and additional instructions through Supplemental Information to the RFP and through the method specified in the **Data Sheet** (DS No. 18).
- 11.2 In order to afford prospective Proposers reasonable time to consider the amendments in preparing their Proposals, UNCDF may, at its discretion, extend the deadline for submission of Proposals, if the nature of the amendment to the RFP justifies such an extension.

C. PREPARATION OF PROPOSALS

12. Cost

The Proposer shall bear any and all costs related to the preparation and/or submission of the Proposal, regardless of whether its Proposal was selected or not. UNCDF shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the procurement process.

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNCDF, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed

literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNCDF.

14. Proposal Submission Form

The Proposer shall submit the Proposal Submission Form using the form provided in Section 4 of this RFP.

15. Technical Proposal Format and Content

Unless otherwise stated in the **Data Sheet** (DS no. 28), the Proposer shall structure the Technical Proposal as follows:

- 15.1 **Expertise of Firm/Organization** – this section should provide details regarding management structure of the organization, organizational capability/resources, and experience of organization/firm, the list of projects/contracts (both completed and on-going, both domestic and international) which are related or similar in nature to the requirements of the RFP, and proof of financial stability and adequacy of resources to complete the services required by the RFP (see RFP clause 18 and DS No. 26 for further details). The same shall apply to any other entity participating in the RFP as a Joint Venture or Consortium.
- 15.2 **Proposed Methodology, Approach and Implementation Plan** – this section should demonstrate the Proposer's response to the Terms of Reference by identifying the specific components proposed, how the requirements shall be addressed, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; identifying the works/portions of the work that will be subcontracted; and demonstrating how the proposed methodology meets or exceeds the specifications, while ensuring appropriateness of the approach to the local conditions and the rest of the project operating environment. This methodology must be laid out in an implementation timetable that is within the duration of the contract as specified in the **Data Sheet** (DS nos. 29 and 30).

Proposers must be fully aware that the products or services that UNCDF requires may be transferred, immediately or eventually, by UNCDF to the Government partners, or to an entity nominated by the latter, in accordance with UNCDF's policies and procedures. All proposers are therefore required to submit the following in their proposals:

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and

- b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.

15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

In complying with this section, the Proposer assures and confirms to UNCDF that the personnel being nominated are available for the Contract on the dates proposed. If any of the key personnel later becomes unavailable, except for unavoidable reasons such as death or medical incapacity, among other possibilities, UNCDF reserves the right to consider the proposal non-responsive. Any deliberate substitution arising from unavoidable reasons, including delay in the implementation of the project of programme through no fault of the Proposer shall be made only with UNCDF's acceptance of the justification for substitution, and UNCDF's approval of the qualification of the replacement who shall be either of equal or superior credentials as the one being replaced.

15.4 Where the **Data Sheet** requires the submission of the Proposal Security, the Proposal Security shall be included along with the Technical Proposal. The Proposal Security may be forfeited by UNCDF, and reject the Proposal, in the event of any or any combination of the following conditions:

- a) If the Proposer withdraws its offer during the period of the Proposal Validity specified in the **Data Sheet** (DS no. 11), or;
- b) If the Proposal Security amount is found to be less than what is required by UNCDF as indicated in the **Data Sheet** (DS no. 9), or;
- c) In the case the successful Proposer fails:
 - i. to sign the Contract after UNCDF has awarded it;
 - ii. to comply with UNCDF's variation of requirement, as per RFP clause 35; or
 - iii. to furnish Performance Security, insurances, or other documents that UNCDF may require as a condition to rendering the effectivity of the contract that may be awarded to the Proposer.

16. Financial Proposals

The Financial Proposal shall be prepared using the attached standard form (Section 7). It shall list all major cost components associated with the services, and the detailed breakdown of such costs. All outputs and activities described in the Technical Proposal must be priced separately on a one-to-one correspondence. Any output and activities described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, as well as in the final total price.

17. Currencies

All prices shall be quoted in the currency indicated in the **Data Sheet** (DS no. 15). However, where Proposals are quoted in different currencies, for the purposes of comparison of all Proposals:

- a) UNCDF will convert the currency quoted in the Proposal into the UNCDF preferred currency, in accordance with the prevailing UN operational rate of exchange on the last day of submission of Proposals; and
- b) In the event that the proposal found to be the most responsive to the RFP requirement is quoted in another currency different from the preferred currency as per **Data Sheet** (DS no. 15), then UNCDF shall reserve the right to award the contract in the currency of UNCDF's preference, using the conversion method specified above.

Proposals submitted by two (2) or more Proposers shall all be rejected if they are found to have any of the following:

- a) they have at least one controlling partner, director or shareholder in common; or
- b) any one of them receive or have received any direct or indirect subsidy from the other/s; or
- c) they have the same legal representative for purposes of this RFP; or
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about, or influence on the Proposal of, another Proposer regarding this RFP process;
- e) they are subcontractors to each other's Proposal, or a subcontractor to one Proposal also submits another Proposal under its name as lead Proposer; or
- f) an expert proposed to be in the team of one Proposer participates in more than one Proposal received for this RFP process. This condition does not apply to subcontractors being included in more than one Proposal.

18. Documents Establishing the Eligibility and Qualifications of the Proposer

The Proposer shall furnish documentary evidence of its status as an eligible and qualified vendor, using the forms provided under Section 5, Proposer Information Forms. In order to award a contract to a Proposer, its qualifications must be documented to UNCDF's satisfaction. These include, but are not limited to, the following:

- a) That, in the case of a Proposer offering to supply goods under the Contract which the Proposer did not manufacture or otherwise produce, the Proposer has been duly authorized by the goods' manufacturer or producer to supply the goods in the country of final destination;
- b) That the Proposer has the financial, technical, and production capability necessary to perform the Contract; and
- c) That, to the best of the Proposer's knowledge, it is not included in the UN 1267/1989 List or the UN Ineligibility List, nor in any and all of UNCDF's list of suspended and removed vendors.

19. Joint Venture, Consortium or Association

If the Proposer is a group of legal entities that will form or have formed a joint venture, consortium or association at the time of the submission of the Proposal, they shall confirm in their Proposal that : (i) they have designated one party to act as a lead entity, duly vested with authority to legally bind the members of the joint venture jointly and severally, and this shall be duly evidenced by a duly notarized Agreement among the legal entities, which shall be submitted along with the Proposal; and (ii) if they are awarded the contract, the contract shall be entered into, by and between UNCDF and the designated lead entity, who shall be acting for and on behalf of all the member entities comprising the joint venture.

After the Proposal has been submitted to UNCDF, the lead entity identified to represent the joint venture shall not be altered without the prior written consent of UNCDF. Furthermore, neither the lead entity nor the member entities of the joint venture can:

- a) Submit another proposal, either in its own capacity; nor
- b) As a lead entity or a member entity for another joint venture submitting another Proposal.

The description of the organization of the joint venture/consortium/association must clearly define the expected role of each of the entity in the joint venture in delivering the requirements of the RFP, both in the Proposal and the Joint Venture Agreement. All entities that comprise the joint venture shall be subject to the eligibility and qualification assessment by UNCDF.

Where a joint venture is presenting its track record and experience in a similar undertaking as those required in the RFP, it should present such information in the following manner:

- a) Those that were undertaken together by the joint venture; and
- b) Those that were undertaken by the individual entities of the joint venture expected to be involved in the performance of the services defined in the RFP.

Previous contracts completed by individual experts working privately but who are permanently or were temporarily associated with any of the member firms cannot be claimed as the experience of the joint venture or those of its members, but should only be claimed by the individual experts themselves in their presentation of their individual credentials.

If a joint venture's Proposal is determined by UNCDF as the most responsive Proposal that offers the best value for money, UNCDF shall award the contract to the joint venture, in the name of its designated lead entity. The lead entity shall sign the contract for and on behalf of all other member entities.

20. Alternative Proposals

Unless otherwise specified in the **Data Sheet** (DS nos. 5 and 6), alternative proposals shall not be considered. Where the conditions for its acceptance are met, or justifications are clearly established, UNCDF reserves the right to award a contract based on an alternative proposal.

21. Validity Period

Proposals shall remain valid for the period specified in the **Data Sheet** (DS no. 8), commencing on the submission deadline date also indicated in the **Data Sheet** (DS no. 21). A Proposal valid for a shorter period shall be immediately rejected by UNCDF and rendered non-responsive.

In exceptional circumstances, prior to the expiration of the proposal validity period, UNCDF may request Proposers to extend the period of validity of their Proposals. The request and the responses shall be made in writing, and shall be considered integral to the Proposal.

22. Proposer's Conference

When appropriate, a proposer's conference will be conducted at the date, time and location specified in the **Data Sheet** (DS no. 7). All Proposers are encouraged to attend. Non-attendance, however, shall not result in disqualification of an interested Proposer. Minutes of the proposer's conference will be either posted on the UNCDF website, or disseminated to the individual firms who have registered or expressed interest with the contract, whether or not they attended the conference. No verbal statement made during the conference shall modify the terms and conditions of the RFP unless such statement is specifically written in the Minutes of the Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked as either "TECHNICAL PROPOSAL" or "FINANCIAL PROPOSAL", as appropriate. Each proposal MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNCDF as specified in the **Data Sheet** (DS no.20) and shall include the Proposer's name and address, as well as a warning that state "*not to be opened before the time and date for proposal opening*" as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNCDF's deadline for submission. UNCDF shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNCDF premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as "Original Proposal" and "Copy of Proposal" as appropriate. The 2 envelopes shall then be

sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.

- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNCDF as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

Proposals must be received by UNCDF at the address and no later than the date and time specified in the **Data Sheet** (DS nos. 20 and 21).

UNCDF shall not consider any Proposal that arrives after the deadline for submission of Proposals. Any Proposal received by UNCDF after the deadline for submission of Proposals shall be declared late, rejected, and returned unopened to the Proposer.

25. Withdrawal, Substitution, and Modification of Proposals

- 25.1 Proposers are expected to have sole responsibility for taking steps to carefully examine in detail the full consistency of its Proposals to the requirements of the RFP, keeping in mind that material deficiencies in providing information requested by UNCDF, or lack clarity in the description of services to be provided, may result in the rejection of the Proposal. The Proposer shall assume the responsibility regarding erroneous interpretations or conclusions made by the Proposer in the course of understanding the RFP out of the set of information furnished by UNCDF.
- 25.2 A Proposer may withdraw, substitute or modify its Proposal after it has been submitted by sending a written notice in accordance with Clause 23.1, duly signed by an authorized representative, and shall include a copy of the authorization (or a Power of Attorney). The corresponding substitution or modification of the Proposal must accompany the respective written notice. All notices must be received by UNCDF prior to the deadline for submission and submitted in accordance with RFP Clause 23.1 (except that withdrawal notices do not require copies). The respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” or “MODIFICATION”.
- 25.3 Proposals requested to be withdrawn shall be returned unopened to the Proposers.
- 25.4 No Proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of Proposals and the expiration of the period of proposal validity specified by the Proposer on the Proposal Submission Form or any extension thereof.

26. Proposal Opening

UNCDF will open the Proposals in the presence of an ad-hoc committee formed by UNCDF of at least two (2) members. If electronic submission is permitted, any specific electronic proposal opening procedures shall be as specified in the **Data Sheet** (DS no. 23).

The Proposers' names, modifications, withdrawals, the condition of the envelope labels/seals, the number of folders/files and all other such other details as UNCDF may consider appropriate, will be announced at the opening. No Proposal shall be rejected at the opening stage, except for late submission, for which the Proposal shall be returned unopened to the Proposer.

27. Confidentiality

Information relating to the examination, evaluation, and comparison of Proposals, and the recommendation of contract award, shall not be disclosed to Proposers or any other persons not officially concerned with such process, even after publication of the contract award.

Any effort by a Proposer to influence UNCDF in the examination, evaluation and comparison of the Proposals or contract award decisions may, at UNCDF's decision, result in the rejection of its Proposal.

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNCDF for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNCDF. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

UNCDF shall examine the Proposals to determine whether they are complete with respect to minimum documentary requirements, whether the documents have been properly signed, whether or not the Proposer is in the UN Security Council 1267/1989 Committee's list of terrorists and terrorist financiers, and in UNCDF's list of suspended and removed vendors, and whether the Proposals are generally in order, among other indicators that may be used at this stage. UNCDF may reject any Proposal at this stage.

29. Evaluation of Proposals

29.1 UNCDF shall examine the Proposal to confirm that all terms and conditions under the UNCDF General Terms and Conditions and Special Conditions have been accepted by the Proposer without any deviation or reservation.

29.2 TECHNICAL EVALUATION: the review team shall review and evaluate the Technical Proposals

on the basis of their responsiveness to the Terms of Reference and other documentation provided, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet** (DS no. 32). Each responsive Proposal will be given a technical score. A Proposal shall be rendered non-responsive at this stage if it does not substantially respond to the RFP particularly the demands of the Terms of Reference, which also means that it fails to achieve the minimum technical score indicated in the **Data Sheet** (DS no. 25). Absolutely no changes may be made by UNCDF in the criteria, sub-criteria and point system indicated in the **Data Sheet** (DS no. 32) after all Proposals have been received.

29.3 FINANCIAL EVALUATION: In the second stage, only the Financial Proposals of those Proposers who achieve the minimum technical score will be opened for evaluation for comparison and review. The Financial Proposal Envelopes corresponding to Proposals that did not meet the minimum passing technical score shall be returned to the Proposer unopened. The overall evaluation score will be based either on a combination of the technical score and the financial offer, or the lowest evaluated financial proposal of the technically qualified Proposers. The evaluation method that applies for this RFP shall be as indicated in the **Data Sheet** (DS No. 25).

When the Data Sheet specifies a combined scoring method, the formula for the rating of the Proposals will be as follows:

<p><u>Rating the Technical Proposal (TP):</u></p> <p>TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100</p> <p><u>Rating the Financial Proposal (FP):</u></p> <p>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</p> <p><u>Total Combined Score:</u></p> $\frac{(\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%})}{\text{Total Combined and Final Rating of the Proposal}}$
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29.4 UNCDF reserves the right to undertake a post-qualification exercise aimed at determining, to its satisfaction the validity of the information provided by the Proposer. Such post-qualification shall be fully documented and, among those that may be listed in the **Data Sheet** (DS No.33), may include, but need not be limited to, all or any combination of the following :

a) Verification of accuracy, correctness and authenticity of information provided by the

- Proposer on the legal, technical and financial documents submitted;
- b) Validation of extent of compliance to the RFP requirements and evaluation criteria based on what has so far been found by the evaluation team;
 - c) Inquiry and reference checking with Government entities with jurisdiction on the Proposer, or any other entity that may have done business with the Proposer;
 - d) Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
 - e) Physical inspection of the Proposer's offices, branches or other places where business transpires, with or without notice to the Proposer;
 - f) Quality assessment of ongoing and completed outputs, works and activities similar to the requirements of UNCDF, where available; and
 - g) Other means that UNCDF may deem appropriate, at any stage within the selection process, prior to awarding the contract.

30. Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, UNCDF may, at its discretion, ask any Proposer for a clarification of its Proposal.

UNCDF's request for clarification and the response shall be in writing. Notwithstanding the written communication, no change in the prices or substance of the Proposal shall be sought, offered, or permitted, except to provide clarification, and confirm the correction of any arithmetic errors discovered by UNCDF in the evaluation of the Proposals, in accordance with RFP Clause 32.

Any unsolicited clarification submitted by a Proposer in respect to its Proposal, which is not a response to a request by UNCDF, shall not be considered during the review and evaluation of the Proposals.

31. Responsiveness of Proposal

UNCDF's determination of a Proposal's responsiveness will be based on the contents of the Proposal itself.

A substantially responsive Proposal is one that conforms to all the terms, conditions, TOR and other requirements of the RFP without material deviation, reservation, or omission.

If a Proposal is not substantially responsive, it shall be rejected by UNCDF and may not subsequently be made responsive by the Proposer by correction of the material deviation, reservation, or omission.

32. Nonconformities, Repairable Errors and Omissions

Provided that a Proposal is substantially responsive, UNCDF may waive any non-conformities or omissions in the Proposal that, in the opinion of UNCDF, do not constitute a material deviation.

Provided that a Proposal is substantially responsive, UNCDF may request the Proposer to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Proposal related to documentation requirements. Such omission shall not be related to any aspect of the price of the Proposal. Failure of the Proposer to comply with the request may result in the rejection of its Proposal.

Provided that the Proposal is substantially responsive, UNCDF shall correct arithmetical errors as follows:

- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of UNCDF there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;*
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and*
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to the above.*

If the Proposer does not accept the correction of errors made by UNCDF, its Proposal shall be rejected.

F. AWARD OF CONTRACT

33. Right to Accept, Reject, or Render Non-Responsive Any or All Proposals

UNCDF reserves the right to accept or reject any Proposal, to render any or all of the Proposals as non-responsive, and to reject all Proposals at any time prior to award of contract, without incurring any liability, or obligation to inform the affected Proposer(s) of the grounds for UNCDF's action. Furthermore, UNCDF shall not be obliged to award the contract to the lowest price offer.

UNCDF shall also verify, and immediately reject their respective Proposal, if the Proposers are found to appear in the UN's Consolidated List of Individuals and Entities with Association to Terrorist Organizations, in the List of Vendors Suspended or Removed from the UN Secretariat Procurement Division Vendor Roster, the UN Ineligibility List, and other such lists that as may be established or recognized by UNCDF policy on Vendor Sanctions. (See <http://www.undp.org/content/UNCDF/en/home/operations/procurement/protestandsanctions/> for details)

34. Award Criteria

Prior to expiration of the period of proposal validity, UNCDF shall award the contract to the qualified Proposer with the highest total score based on the evaluation method indicated in the **Data Sheet** (DS nos. 25 and 32).

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNCDF reserves the right to vary 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.

36. Contract Signature

Within fifteen (15) days from the date of receipt of the Contract, the successful Proposer shall sign and date the Contract and return it to UNCDF.

Failure of the successful Proposer to comply with the requirement of RFP Clause 35 and this provision shall constitute sufficient grounds for the annulment of the award, and forfeiture of the Proposal Security if any, and on which event, UNCDF may award the Contract to the Proposer with the second highest rated Proposal, or call for new Proposals.

37. Performance Security

A performance security, if required, shall be provided in the amount and form provided in Section 9 and by the deadline indicated in the **Data Sheet** (DS no. 14), as applicable. Where a Performance Security will be required, the submission of the said document, and the confirmation of its acceptance by UNCDF, shall be a condition for the effectivity of the Contract that will be signed by and between the successful Proposer and UNCDF.

38. Bank Guarantee for Advanced Payment

Except when the interests of UNCDF so require, it is the UNCDF's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly accepted by UNCDF, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNCDF shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

UNCDF's vendor protest procedure provides an opportunity for appeal to those persons or firms not awarded a purchase order or contract through a competitive procurement process. In the event that a Proposer believes that it was not treated fairly, the following link provides further details regarding UNCDF vendor protest procedures:

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

Instructions to Proposers

DATA SHEET

The following data for the services to be procured shall complement, supplement, or amend the provisions in the Instruction to Proposers. In the case of a conflict between the Instructions to Proposers, the Data Sheet, and other annexes or references attached to the Data Sheet, the provisions in the Data Sheet shall govern.

DS No. ²	Cross Ref. to Instructions	Data	Specific Instructions / Requirements
1		Project Title :	Mobile Money for the Poor (MM4P)
2		Title of Services/Work:	Mid-term Evaluation
3		Country / Region of Work Location:	
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Spanish <input type="checkbox"/> Others (pls. specify) _____
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input type="checkbox"/> Allowed <i>[if yes, describe how, and ensure that requirements properly define the sub-parts]</i> <input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered <input type="checkbox"/> Shall be considered. A proposer may submit an alternative proposal, but only if it also submits a proposal that meets the base case. UNCDF shall only consider the alternative proposals offered by the Proposer whose proposal for the base case was determined to be the proposal with the highest evaluated score.

² All DS number entries in the Data Sheet are cited as reference in the Instructions to Proposers. All DS nos. corresponding to a Data must not be modified. Only information on the 3rd column may be modified by the user. If the information does not apply, the 3rd column must state "N/A" but must not be deleted.

7	C.22	A pre-proposal conference will be held on:	Time: Not applicable Date: Not applicable Venue: Not applicable The UNCDF focal point for the arrangement is: Not applicable
8	C.21	Period of Proposal Validity commencing on the submission date	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days
9	B.9.5 C.15.4 b)	Proposal Security	<input type="checkbox"/> Required Amount: Click here to enter text. Form: Click here to enter text. <input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security ³	<input type="checkbox"/> Bank Guarantee (See Section 8 for template) <input type="checkbox"/> Any Bank-issued Check / Cashier's Check / Certified Check <input type="checkbox"/> Other negotiable instrument <input type="checkbox"/> Cash (exceptionally, if none of the other forms are feasible) <input checked="" type="checkbox"/> Not applicable
11	B.9.5 C.15.4 a)	Validity of Proposal Security	Not applicable
12		Advanced Payment upon signing of contract	<input type="checkbox"/> Allowed up to a maximum of 20% of contract ⁴ <input checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed <input type="checkbox"/> Will be imposed under the following conditions : Percentage of contract price per day of delay : _____ Max. no. of days of delay : _____ After which UNCDF may terminate the contract.
14	F.37	Performance Security	<input type="checkbox"/> Required Amount : _____

³ Surety bonds or other instruments issued by non-bank Financial Institutions are least preferred by UNCDF. Unless stated otherwise, they shall be considered unacceptable to UNCDF.

⁴ If the advanced payment that the Bidder will submit will exceed 20% of the Price Offer, or will exceed the amount of USD 30,000, the Bidder must submit an Advanced Payment Security in the same amount as the advanced payment, using the form and contents of the document in Section 10

			Form: _____ <input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$) <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency <i>Reference date for determining UN Operational Exchange Rate : _____</i>
16	B.10.1	Deadline for submitting requests for clarifications/ questions	October 10, 2017
17	B.10.1	Contact Details for submitting clarifications/questions ⁵	uncdf.procurement@uncdf.org and copy to Christophe.legrand@uncdf.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email or fax, and Posting on the website ⁶ http://procurement-notice.undp.org/
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	N/A
20	D.23.1 D.23.2 D.24	Proposal Submission Address	
21	C.21 D.24	Deadline of Submission	11:59 PM EST, Tuesday, October 24, 2017
22	D.23.2	Allowable Manner of Submitting Proposals	<input type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid ⁷

⁵ This contact person and address is officially designated by UNCDF. If inquiries are sent to other person/s or address/es, even if they are UNCDF staff, UNCDF shall have no obligation to respond nor can UNCDF confirm that the query was officially received.

⁶ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

⁷ If this will be allowed, security features (e.g., encryption, authentication, digital signatures, etc.) are strictly required and must

23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<p> <input checked="" type="checkbox"/> Official Address for e-submission: uncdf.procurement@uncdf.org </p> <p> <input checked="" type="checkbox"/> Free from virus and corrupted files </p> <p> <input checked="" type="checkbox"/> Format : PDF files only, password protected </p> <p> <input checked="" type="checkbox"/> Password <u>must not</u> be provided to UNCDF until the date and time of Bid Opening as indicated in No. 24 </p> <p> <input checked="" type="checkbox"/> Max. File Size per email transmission: <i>8MB</i> </p> <p> <input checked="" type="checkbox"/> Max. No. of transmission : <i>5</i> </p> <p> <input checked="" type="checkbox"/> No. of copies to be transmitted : <i>1</i> </p> <p> <input checked="" type="checkbox"/> Mandatory subject of email : RFP/UNCDF/41139 – Mid Term Evaluation – MM4P </p> <p> <input checked="" type="checkbox"/> Digital Certification/Signature: <i>[specify]</i> </p> <p> <input checked="" type="checkbox"/> Time Zone to be Recognized: <i>EST NY</i> </p> <p>Further Instructions for electronic submission</p> <p>The Proposer may choose to submit their proposals by e-mail to uncdf.procurement@uncdf.org. In this case the Proposer shall send separate proposals for: 1) technical proposal; 2) financial proposal as separate attachments to the message(s).</p> <p>Having prepared the Proposal in paper formats as specified in Sections 4, 5, and 6 the entire Technical Proposal should be scanned or otherwise converted into one or more electronic PDF (Adobe Acrobat) format files and attached to one (but not more than 5) E-mails not exceeding the 8 Mb email size. Same should be done for Section 7 – Financial Proposal.</p> <p>The Subject line of the E-mail(s) should state -- “Technical proposal- RFP/UNCDF/41139 – Mid Term Evaluation – MM4P</p> <p><u>and in a separate email or envelope</u></p> <p>“Financial proposal - RFP/UNCDF/41139 – Mid Term Evaluation – MM4P - <u>DO NOT OPEN</u>”</p> <p>To secure your <u>financial offer</u> please SET-UP A <u>PASSWORD</u> for the <u>Financial Proposal</u> which will be requested as follows:</p>
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			<p>a) The password for Financial Proposal will be requested from the Proposers if they are successful in the Technical Proposal evaluation. Only those who achieved the minimum score on the technical evaluation will be requested to provide the password to the financial proposals.</p> <p>It is strongly suggested that Proposers make a note of the passwords and keep them in a safe place. If we are unable to open the file because of forgotten password(s) the proposal will be disqualified.</p> <p>Proposers may send as many e-mails as needed; however, the size of each e-mail should not exceed eight megabytes (8 MB). As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline. Please be aware that bids e-mailed to UNDP will be rejected if they are <u>received</u> after the deadline for bid submission.</p> <p>When choosing to submit their proposals electronically, Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</p> <p>Please Note: Any proposal sent to the private email addresses of any procurement staff will not be accepted. ☒</p>
24	D.23.1	Date, time and venue for opening of Proposals	<p>Date and Time: October 25, 2017 (DATE CORRECTED)</p> <p>Venue : UNCDF Headquarters, 2 UN Plaza, 26th Floor, New York, NY 10017, USA. Please note that this is NOT a public bid opening exercise.</p>
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<p><input type="checkbox"/> Lowest financial offer of technically qualified Proposals (i.e., offers that are rated 70% and above)</p> <p><input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals. Technical proposals that score at least 560 points on 800 points will be invited to do a presentation and a set of follow up questions scored on 200 points. Then the evaluation team will add the points of the preliminary</p>

			<p>review of the technical proposals and the points obtained for the presentation to get the Technical proposal score, weighted 70%</p> <p><input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 60%.</p>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In “Certified True Copy” form only)	<p><input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the /services being procured</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 5 of years</p> <p><input checked="" type="checkbox"/> A maximum of 3 examples of recent evaluation assignments conducted by the firm should be provided at least one of which would preferably be an evaluation report completed under the supervision of the proposed Team Leader. (REVISED)</p> <p><input checked="" type="checkbox"/> Technical proposal as outlined in Section 7.</p> <p><input checked="" type="checkbox"/> Financial proposal as outlined in Section 8.</p>
27		Other documents that should be submitted to Establish Eligibility	
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 7</i>)	In compliance with the Section 6 (Technical Proposal Format)
29	C.15.2	Latest Expected date for commencement of Contract	<i>November 20, 2017</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	6 - 8 months from the date of executing the contract

31		UNCDF will award the contract to:	<input checked="" type="checkbox"/> One Proposer only <input type="checkbox"/> One or more Proposers, depending on the following factors: <i>[clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Proposers]</i>
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>Contract Award Criteria:</p> <ul style="list-style-type: none"> • Highest cumulative score • Financial stability of the Proposer • Compliance of proposed schedule of services delivery with the deadlines requested in TOR • Positive results of reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed <p>Detailed criteria for evaluation of proposals are stated in the tables below.</p>
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	<i>Execution of the contract</i>
35		Other Information Related to the RFP ⁸	<i>Not applicable</i>

⁸ Where the information is available in the web, a URL for the information may simply be provided.

Criteria for the Award of Contract and Evaluation of Proposals:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
	Step 1		
1	Expertise of the Firm	15%	150
2	Evaluation Team composition (Team Leader and Team members)	30%	300
3	Proposed Methodology, Approach and Work Plan	35%	350
	Step 2 (only firms totaling > 560 points out of 800 points during the first step of the technical evaluation will be invited to do a presentation tentatively on November 1th and 2nd between 10 AM and 3 PM EST)		
4	Presentation	20%	200
Total			1000

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm and Evaluation Team Composition (450 points)		
1.1	<p>Previous performance of the firm in successfully bidding for, conducting and backstopping formative and summative evaluation of international development policy, programmes and projects in the area of inclusive finance generally and digital finance specifically.</p> <p>Previous experience using a variety of evaluation approaches (e.g. theory-of-change-based, utilization-focused, participatory, gender- and equity-focused project and programme evaluation) and methods (including performance, outcome and impact evaluation using both quantitative and qualitative data, provided either in secondary form (by the programme itself) or generated by the team themselves during the evaluation itself.</p> <p>Evidence of the firm being able to deliver high quality evaluation reports through submission of three evaluation reports of comparable scope and approach to the evaluation being tendered here.</p>	50

1.2	Experience of the firm in providing technical services/ intervening in a broad range of institutional and programme settings, including stand-alone projects or programmes funded by international donors, multi-partner interventions including those set up or involving the UN, as well as direct support to national governments working in the area of financial inclusion generally and digital finance for development more specifically.	60
1.4	Knowledge and experience of embedding key standards around promoting gender equality and the empowerment of women in the work that the firm does (e.g. gender mainstreaming, gender analysis, knowledge of human rights based approach to programming and evaluation and demonstration of understanding of economic empowerment of women. <i>This criteria will be assessed on the basis of how gender has been streamlined in previous evaluation reports (see point 1.1 above).</i>	25
1.5	Broader evidence of the firm's reliability, industry standing, litigation history, and previous evaluations for the UN System	15
	SUB - TOTAL FIRM EXPERIENCE/EXPERTISE	150
	For the requirements for the evaluation team, please see specific qualifications in Section 10 of the TORs). Sub-total 300 points	
1.6	Strong knowledge and expertise across the whole team of supporting the development of the inclusive finance sector in developing countries, with a particular focus on initiatives supporting the introduction of digital finance approaches, preferably in the context of MM4P's focus countries (Benin, Lao PDR, Liberia, Malawi, Nepal, Senegal, Uganda, Zambia) or similar contexts.	130
1.7	Proven experience of designing, leading and conducting international development evaluations applying a variety of methodological approaches (e.g experimental, quasi-experimental or theory- based evaluation design), including demonstrable expertise in designing and conducting evaluations in the field of financial inclusion, especially digital, in developing countries, including familiarity with approaches used to assess program contribution to market development/systemic changes with a focus on inclusion of the poor and demonstrated experience in integrating gender equality and women's empowerment into evaluation approaches.	110
1.8	The evaluation team should be gender-balanced and ideally include representatives who are familiar with one or more of the African and Asian countries in which the MM4P programme has been implemented.	60
	SUB - TOTAL Key Personnel/ Management	300
	TOTAL FORM 1	450

Technical Proposal Evaluation Form 2		
Proposed Methodology, Approach and Implementation Plan (350 points)		
	Proposed Methodology	
2.1	Extent to which the evaluation matrix clearly addresses the objectives of the evaluation in the TORs, including evaluation questions and sub-questions with evaluation criteria, indicators/judgment criteria and means of verification through the proposed sources of data, and that the matrix adequately incorporates a gender lense.	90
2.2	Extent to which the proposal presents an innovative approach and a variety of	90

	relevant techniques for gathering and analyzing primary and secondary, quantitative and qualitative data that are feasible and applicable in the timeframe context of the evaluation, incorporating gender-sensitive perspectives. This criterion will be assessed on the basis of 1) the suggested method for analyzing and synthesizing secondary data in a gender responsive manner and 2) on the methods proposed for analyzing and synthesizing a variety of primary lines of evidence (minimum 5) in a gender responsive manner during the evaluation itself.	
2.3	Extent to which the proposal highlights how the evaluation will disaggregate findings on women, rural, and un(der)-banked population segments, in line with relevant provisions in the UNEG guidance on gender equality and women's empowerment and with a particular focus on women's economic empowerment.	70
2.4	<p>Quality and appropriateness of the evaluation work plan showing the overall time commitment to the evaluation, as well as specific activities and time allocated to each individual team member. Note that the evaluation team should have sufficient time to complete:</p> <ul style="list-style-type: none"> i. Review of all relevant programme documentation during the inception phase, including direct interaction with the MM4P team. ii. Country visits to the five programme countries mentioned above, including attendance at an annual MM4P workshop scheduled for Kathmandu the week starting November 14th; iii. Write up of the evaluation report according to a UNCDF quality template (provided during the inception phase and in line with the quality standards set out in Annex 4). The report should present the findings on the programme as a whole as well as the supplementary country reports for each country visited and completed data collection tools in appendix. <p>The country visits should be at a minimum 5 days per country. The countries to be visited are Nepal, Uganda, Zambia, Senegal and Benin.</p>	90
	TOTAL FORM 2 (out of a possible 350)	
Technical Proposal Evaluation Form 3		Points Obtainable
Presentation (200 points)		
3.1	Clarity of presentation	60
3.2	Quality of response to the questions	140
	TOTAL FORM 3	200

Section 3: Terms of Reference (TOR)

Mobile Money for the Poor (MM4P) - Mid-Term Evaluation

Programme name: Mobile Money for the Poor (MM4P)

Countries: Benin^{*9}, Lao PDR, Liberia, Malawi, Nepal*, Senegal*, Uganda*, Zambia*

Executing Agency: United Nations Capital Development Fund (UNCDF)

Timeframe: 2014 - 2019

Total estimated program budget: \$36,000,000

Total cumulative programme disbursement (by Q1 2017): \$20,717,661

Funding Agencies: UNCDF, Swedish International Development Cooperation Agency, Australian Department of Foreign Affairs and Trade, Bill and Melinda Gates Foundation and the MasterCard Foundation.

Previous evaluation: UNCDF conducted a joint internal Strategic Review of MM4P and the Better than Cash Alliance in 2014.

- **Background**

- **United Nations Capital Development Fund and its Inclusive Finance Practice Area**

The United Nations Capital Development Fund (UNCDF) is the UN's capital investment agency for the world's 48 Least Developed Countries (LDCs). UNCDF uses its capital mandate to help LDCs pursue inclusive growth. UNCDF uses 'smart' Official Development Assistance (ODA) to unlock and leverage public and private domestic resources; it promotes financial inclusion, including through digital finance, as a key enabler of poverty reduction and inclusive growth; and it demonstrates how localizing finance outside the capital cities can accelerate growth in local economies, promote sustainable and climate resilient infrastructure development, and empower local communities. Using capital grants, loans, and credit enhancements, UNCDF tests financial models in inclusive finance and local development finance; 'de-risks' the local investment space; and proves concept, paving the way for larger and more risk-averse investors to come in and scale up.

Following UNCDF's Strategic Framework 2014-2017, UNCDF's overall context is framed - at the highest level - by the challenges and trends faced by developing countries and by its geographic focus on the LDCs.

⁹ For the purposes of this evaluation, and in view of implementation progress to date, the main country focus will be Benin, Nepal, Senegal, Uganda, and Zambia (denoted through a star in the text above). To ensure a comprehensive look at programme progress to date, evaluators will also be invited to reflect on progress to date in other countries using mainly desk review techniques (see section 3.2 for more information).

At a corporate level, key elements to be considered are the UNDP 2014-2017 Strategic Plan and the lessons learnt during the UNCDF planning period 2010-2013.

Bearing in mind the current trends in development finance and the structural challenges faced by the LDCs, UNCDF aims to realise the full potential of its capital mandate and flexible financial instruments to eradicate poverty, reduce inequalities and promote inclusive and sustainable growth.

UNCDF's work is organized around a set of three broad development objectives, which UNCDF attempts to meet together with selected group of development partners from the public and private sectors both internationally and nationally, and first and foremost UNDP and the UN system.

The broad development objectives that UNCDF contributes to are:

- Increasing financing for basic services and sustainable and inclusive growth;
- Establishing financing mechanisms to increase resilience to economic and environmental shocks;
- Fostering policy environment conducive to sustainable financing for sustainable development.

UNCDF's inclusive finance practice area (FIPA) contains a mixture of country, regional and global programmes. It supports 33 LDCs and is serving 8 million clients through the Financial Service Providers (FSPs) in which it invests. FIPA follows a sector-based approach and, more recently, has been implementing its programmes through a series of thematic initiatives. These initiatives are designed to test promising models or solve specific problems across a range of countries to demonstrate a new approach or model. Global programmes often work in countries closely with country or regional country programmes, if present. A detailed explanation of FIPA's approach can be found at: <http://www.uncdf.org/financial-inclusion>

- **Mobile Money for the Poor (MM4P)¹⁰**

The Mobile Money for the Poor programme (MM4P) was designed as a global programme to demonstrate how the correct mix of technical, financial, and policy support can assist in scaling up sustainable digital financial services (DFS) that reach the poor in very low-income countries. The programme specifically targets low-income, rural, and female end-beneficiaries. MM4P is the largest of UNCDF's initiatives in digital finance, covering eight countries and providing support to two others.

The programme is implemented in accordance with UNCDF's Gender Equality and Empowerment of Women (GEEW) Strategy, which was adopted in 2012. Highlights include:

- For all relevant projects, targets are set in terms of reaching women
- MM4P requests gender disaggregated data from its partners, and works with partners to include gender as a standard monitoring indicator
- Market, customer and impact research is disaggregated by gender
- Research is conducted to better understand the behavior and challenges faced by women in terms of digital financial inclusion
- MM4P organizes events in which the potential and challenges of women are addressed

¹⁰ <http://mm4p.uncdf.org/>

- The programme specifically targets the attendance of women for workshops, events and trainings

UNCDF launched MM4P in 2012 because it saw that DFS were not taking off in the Least Developed Countries (LDCs) which are, by definition, more challenging and less attractive to the private sector. UNCDF benefited from the experience of UNCDF's regional Pacific Financial Inclusion Programme (PFIP) which was the first in UNCDF to support DFS. PFIP provided policy support to regulators and grant support to DFS providers and, in some cases, bulk users of DFS (e.g. government, microfinance institutions). UNCDF, Sida, and the Australian Department for Foreign Affairs and Trade (DFAT) provided initial funding of US\$6.35 million to start testing this approach in four LDCs in Africa and Asia: Lao PDR, Liberia, Malawi and Nepal.

UNCDF took advantage of the first 2 ½ years of MM4P to test and adapt the programme. The result of the test period was to shift the programme from primarily a grant-led programme with a policy component to a market development approach that builds the overall digital financial services ecosystem. However, MM4P retains a heavy emphasis on direct support – more technical than financial - to DFS providers.

Given this new approach, the Bill & Melinda Gates Foundation (BMGF) chose UNCDF to implement MM4P in Uganda in early 2014, the MasterCard Foundation (MCF) agreed to support MM4P expansion into Benin, Senegal and Zambia in late 2014. USAID and the MetLife Foundation have also contributed support to Nepal since 2015. The new strategy and funding are reflected in the Programme Document of 2014. Funding sources and amounts per country vary greatly and consequently so does implementation; Benin, Senegal and Zambia are fully-funded ecosystem development programmes by MCF while Uganda is a large programme skewed to digitizing payments as funded by BMGF. Nepal and the other countries have more limited interventions. Unfortunately, MM4P Liberia and Malawi are now nearly out of funds, which will result in UNCDF's exit from these countries in 2017. In 2017, MM4P began providing technical oversight to UNCDF Sierra Leone which is focused on digitization of payments.

○ **Benefits of Digital Financial Services to Development and the Poor**

It is now proven that DFS can drive financial inclusion; in Sub-Saharan Africa mobile money accounts drove the growth in overall account penetration from 24 percent in 2011 to 34 percent in 2014 (figure 1.3). In East Africa, where mobile money accounts are most common, these accounts increased overall account penetration by 9 percent-age points to 35 percent. An Innovation for Poverty Action study in Kenya showed that where DFS became more accessible, women were more likely to switch from farming to business occupations and to save more. Overall, an estimated 185,000 women changed occupations, and 194,000 households, primarily female-headed households, were lifted above the poverty line.¹¹

○ **The growth of digital finance in other UNCDF programmes supporting digital financial inclusion**

DFS is increasingly a part of UNCDF's financial inclusion agenda as UNCDF's financial service provider partners and UNCDF's funders see it as the most promising means to reach the poor with financial services. FIPA has a number of programmes in its financial inclusion division that directly support digital

<http://www.poverty-action.org/study/long-term-effects-access-mobile-money-kenya>

finance projects as part of their portfolio. Digital is also beginning to play a role across UNCDF's local development finance work. In some cases, such as Lao PDR, Nepal and Sierra Leone, MM4P's team are implementing parts of other UNCDF programmes.

Two other programmes are primarily focused on DFS. As noted, PFIP is largely focused on DFS and was the initial inspiration for MM4P. The other is the [Better than Cash Alliance](#)^[1] a global partnership of governments, companies, and international organizations that accelerates the transition from cash to digital payments in order to reduce poverty and drive inclusive growth, that is housed by UNCDF. The Alliance was launched in 2012 with an initial focus on global advocacy and research explaining the benefits of digitization of payments to stakeholders and members. In late 2014, UNCDF contracted a third-party strategic review of the Alliance and MM4P to assess progress and determine whether they should work more closely together. While viewed as largely complementary, the reviewers believed the two programmes still needed to develop their core competencies before considering closer cooperation and recommended that the Alliance and MM4P should test cooperating closely in countries of shared interest. Per the recommendation, the two programmes have experimented with different types of collaboration in Senegal, Nepal and Malawi, which are both MM4P focus countries and Alliance members.

Over the period 2017 – 2018, the Alliance will undergo a series of external assessments to reflect on results to date and inform decisions around future directions. One option is for the Alliance to become an inclusive digital payments ecosystem-building alliance, in which case a much closer working relationship between MM4P and the Alliance might be considered, even a merger. To this end, the indicators used for the Better than Cash Alliance are included in this evaluation to determine to what extent MM4P's work has contributed to the Alliance's own goals.

- **MM4P Programme Overview**

- **Mission**

MM4P's mission is to contribute to poverty reduction by supporting low income and rural households in LDCs by increasing their financial security through appropriate, affordable and secure means to receive, manage and save money through digital financial services.

The purpose of MM4P is to demonstrate how the correct mix of technical, financial, and policy support, combined with research, can contribute to the development of sustainable DFS that reach the poor in more challenging markets, primarily in the LDCs.

MM4P's goal is to build inclusive digital financial sectors whereby individuals and businesses, including women and rural customers, have access to and can effectively use a broad range of digital financial services that are provided responsibly, and at reasonable cost, by sustainable institutions in a well-regulated environment in the markets in which they operate.

^[1] <https://www.betterthancash.org/>

- **Geographic focus**

MM4P is a global program, and is currently active in eight LDCs (Benin, Laos, Nepal, Sierra Leone, Malawi, Senegal, Uganda and Zambia). In each of these countries, MM4P implements projects that aim to accelerate financial inclusion through digital financial services.

For the purposes of this evaluation, and in view of implementation progress to date, the main country focus will be Benin, Nepal, Senegal, Uganda, and Zambia. Evaluators will be invited to reflect on progress to date in other countries using desk review techniques.

- **MM4P DFS Market Development strategy**

MM4P's core strategy focuses on supporting shifts between stages of market development in digital financial services in partner countries. The development of the DFS market is not widely understood because there are few examples of success. However, looking at the more advanced countries and taking lessons learned from the development of the banking sector there, MM4P has characterized the evolution of the market into four stages: **Inception**, **Start-up**, **Expansion** and **Consolidation** (see below). Simplified, a market is in **Inception stage** when there are only a few actors with limited outreach working without clear policies or supporting DFS infrastructure. **Consolidation** is when a market has a range of competitive actors and services that are clearly regulated and interconnected environment. MM4P has characterized the different stages of market development using eight indicators and set milestones for each of the stages. This framework allows the programme to measure and monitor progress in the level of market development (see Table 1 below). Globally, most markets are stuck in the **Start-up stage**. Moving from **Start-up** into a solid **Expansion** market stage is proving challenging in most markets. **Expansion** is the critical stage where several players are gaining scale, reaching sustainability and increasing investment. *DFS markets seem to accelerate rapidly once a critical mass of the adult population is using the service, between 10 and 15 percent.*

- **MM4P Work Streams and Programme Development Phases**

MM4P structures its approach into six work streams that identify key elements of the DFS ecosystem, each roughly corresponding to specific stakeholder groups: **providers of DFS** (providers, infrastructure); **users** (retail customers, high-volume users); **distribution** (i.e., agents); and **policy & regulation**. At the centre is what MM4P terms 'ecosystem development,' which encompasses the range of interdependent measures (education, consensus building, awareness raising, partnership building) that bring stakeholders together to build a sector that can reach the mass market. Each of the indicators in the market development measurement framework refers to one or multiple work streams. Figure 1 below describes each of the work streams, including examples of the type of activities that the programme implemented within each of the work streams.

Furthermore, the experience of MM4P has proven that long-term results are generated when the programme takes the time to build relationships and get the buy-in from stakeholders in the market, in part by supporting the improvement of partners' existing operations. MM4P has identified three phases of country programme development, which also applies to one-on-one engagement with stakeholders:

Phase 1 - Buy in: Build relationships with all stakeholders in the sector, mainly achieved through market

research involving key stakeholders and trainings, workshops and forums to build industry dialogue

Phase 2 - Improve: Support key stakeholders in expanding and improving their current business and building credibility and trust at the partner level

Phase 3 - Innovate: Based on credibility and trust built in the market, work with several stakeholders to design and launch innovative concepts and partnership models to further reach rural, female, and unbanked customers.

Table 1: MM4P Market Development Stages and Milestones

Indicators	Workstream	Inception	Start-up	Expansion	Consolidation
Percentage of adult population with an active registered DFS account	Customers	<1% of adult population using DFS	1-5% of adult population using DFS	5-35% of adult population using DFS	>35% of adult population using DFS
Number of active agents per 100,000 of adult population	Distribution	0 – 19 active agents per 100,000 adults	20 – 59 active agents per 100,000 adults	60 - 139 active agents per 100,000 adults	>140 active agents per 100,000 adults
Number of providers offering DFS in the market on a sustainable basis	Providers	No providers	1 - 2 providers	3 - 5 providers (lead providers expand and new providers enter)	>5 providers (many providers and complementary services)
Providers attitudes and plans towards expanding and improving their DFS products and services to currently underserved population segments (for example female, rural, unbanked)	Providers	Business case for DFS is unproven, few providers committed to improve and expand their services to underserved population segments	Providers are convinced of potential for DFS and value proposition of underserved population segments	Providers achieve sustainability (break-even) of services and are committed to continue to offer and expand their existing services underserved population segments	Providers achieve substantial profitability (above break-even) and are committed to continue to offer and expand their existing services to underserved population segments
Types of products offered in the market	Providers and High Volume	No mass market products or services offered No high volume services offered.	Basic "first generation" products offered: P2P, cash in/cash out, airtime top up, P2B transfers such as bill payments Some high volume payment services, dominated by from many to one (i.e. P2B or P2G).	Basic "first generation" products offered: P2P, cash in/cash out, airtime top up, P2B transfers such as bill payments AND some "Second generation" products offered: Savings, loans, insurance, merchant payments High volume payment services, mostly from many to one (P2G, P2B) and a few from one to many (G2P or B2P)	A variety of advanced products offered: Basic "first generation" products offered: P2P, cash in/cash out, airtime top up, P2B transfers such as bill payments "Second generation" products widely offered: Savings, loans, insurance, merchant payments High Volume payment services widely used from many to one, one to many, many to many (B2B).
Type of institutional arrangements for High Volume payments	High Volume	None	"Off-net" transfers and some bilateral agreements	Multilateral agreements	Sector-wide agreements
Types of partnerships formed for delivering DFS	Ecosystem	No partnerships, fragmented ecosystem	<u>Early:</u> Providers are mostly working on their own, products and distribution are largely exclusive. There are some bilateral partnerships in the market such as for bill payments, off net transfers, account-wallet linkages, and MNO-Bank linkages for liquidity	<u>Middle:</u> Partnerships for distribution through payment aggregations; widespread non-exclusivity of agents; distribution chains as agents; bilateral transfers. Bank-MNO partnerships provide wallet-bank product linkages, e.g. credit, insurance. There are several large payment aggregators active in the market, and some merchant payment aggregators.	<u>Advanced:</u> Interconnection through shared agent network (by law); multilateral transfers; product aggregators; DFS - based business models; payments for services. Partnerships between providers to inter-operate accounts and/or wallets. Partnerships between different types of providers to launch innovative services (e.g. banks & MNOs, MNOs & MFIs, etc).
Types of regulation supporting DFS	Policy and Regulation	No Guidelines. Regulatory approval for pilots granted based on no objections or exceptions.	Basic Guidelines permitting agent banking and e-money. Regulation now permits to banks and non-banks to offer DFS.	Specialized regulations/guidelines for DFS in place on most key regulatory areas including: agents, KYC, e-money, consumer protection	DFS fully integrated into National Payments Systems with guidelines on agents, payments, settlement, e-money, KYC and consumer protection

Figure 1: MM4P work streams and activities



○ Programme Outcomes

The focus of the programme theory of change is to help stakeholders make shifts between the stages of DFS market development. **MM4P measures its success by the extent to which the markets in which it works are clearly in the Expansion stage.**

In some countries, UNCDF has additional outcomes that are linked to the source of funding. In Uganda, UNCDF has a separate RMF for the Gates Foundation. In Nepal, it has targets linked to its two main sources of funding, the UNNATI A2F programme and USAID Nepal.

○ Programme Implementation Status

The table below shows the status of the programme for each of the countries to be visited during this evaluation. The last two columns show the country's market development stage at the launch of the programme and the current stage of development.

Table 4: Status by country

Country	Launch	Until*	Budget (approx.)	Programme Development Phase	Market Development Stage	
					Baseline	Current
Benin	Oct-15	Dec-19		Improve	Early Start-up	End Start-up
Nepal	Dec-13	Dec-17		Improve	Inception	Start-Up
Senegal	Apr-15	Dec-19		Buy In/Improve	Start-up	Early Expansion
Uganda	Oct-14	Dec-17		Innovate	Start-up	Expansion
Zambia	Feb-15	Dec-19		Improve/Innovate	Start-up	Early Expansion

*current funds available until this year

Annex 2 provides more information on the activities implemented per country per work stream.

More information on the programme can be found at <http://mm4p.uncdf.org/>

• Purpose, Scope and Objectives of the Evaluation

The evaluation is commissioned in accordance with UNCDF's Evaluation Plan 2016-2017 and its broader Evaluation Policy which sets out a number of guiding principles and key norms for evaluation in the organization following the standards of the United Nations Evaluation Group in which UNCDF is an active member.¹²

¹² For more information, please see: <http://web.undp.org/evaluation/policy.shtml>

Amongst the norms that the Policy seeks to uphold, the most important are that the evaluation exercise be independent, credible and able to provide information that is useful and relevant to support evidence-based programme management and broader strategic decision making.

With this in mind, the evaluation has been designed with the following overall objectives:

- i) to allow UNCDF and funding partners to meet their accountability and learning objectives
- ii) ensure that the evaluation can support ongoing attempts by the programme and its funders to capture good practice and lessons to date in a sector which is evolving fast and is increasingly relevant to meeting the objectives of the Sustainable Development Goals
- iii) to guide and inform the remaining years of MM4P implementation as well as – if appropriate – subsequent programming
- iv) situate the programme in UNCDF's larger Strategic Framework 2014-2017 and discussions around UNCDF's New Strategic Framework 2018-2021

The mid-term evaluation is expected to assess both the results to date (direct and indirect, whether intended or not) from the first years of implementation as well as the likelihood of the programme meeting its end goals on the basis of current design, human resource structure, broad implementation strategy, etc.

It will seek to build – where appropriate – on the lessons learnt and recommendations generated from the internal strategic review conducted in the first half of 2015. It is expected that the evaluation will provide useful and actionable recommendations to increase the likelihood of success by the end of the programme in 2019.

The overall objective of the evaluation is to focus on the relevance and performance of the programme to date. Critical to this evaluation is the assessment of the relevance and effectiveness of the ecosystem approach in moving the market.

The specific objectives of the evaluation are:

- To assist UNCDF and its partners to understand the relevance, efficiency, effectiveness, and likely impact and sustainability of the MM4P programme in the different countries in which it is active,
- To validate and/or refine the programme's theory of change at this stage of implementation
- Situate the programme in its broader environment, compared to similar programmes and other initiatives
- Provide forward-looking operational and strategic recommendations;

- **Evaluation methodology and proposal**

The evaluation should be transparent, inclusive, participatory and utilization-focused. The overall methodology is organized according to a theory of change approach, framed by the UN/ OECD DAC criteria and drawing upon mixed methods (quantitative and qualitative) data to capture MM4P's contribution to

market development and systemic change to date in the various countries in which it is intervening. This approach follows initiatives such as CGAP guidance¹³ and DCED approaches to facilitating and measuring market development¹⁴ and is also in line with UNCDF's own 'innovation-to-scale' approach whereby UNCDF –supported interventions aim to start with piloting/innovation, move to consolidation in additional countries before being scaled up in markets and country policy systems more broadly.

To do this, the evaluation should follow a **theory-of-change** approach to assess progress against its expected end results, considering the influence of relevant contextual factors at the national and local levels that may have influenced the programme results. In doing so, the evaluation should use as far as possible **contribution analysis** as a frame for the evaluation with a view to capturing in the various countries in which MM4P is being implemented the programme's contribution to broader system- and market-level change alongside – where relevant - the contribution of other actors or drivers of change.¹⁵

In line with UN evaluation practice, the scope of the evaluation should cover all five standard **UN/OECD DAC evaluation criteria**: relevance/ appropriateness of design, efficiency, effectiveness, and (likelihood of) impact and sustainability. In doing so, the focus of the evaluation goes beyond assessing whether UNCDF is currently 'doing things right' in programme execution and management, to a broader assessment of whether, given evidence available, MM4P - as implemented by UNCDF together with key programme partners, and in comparison with similar approaches implemented by others - looks to be the 'right approach' to achieving the higher-level objectives agreed in the initial phase.

The evaluation approach should also take into consideration the learning questions within its financial inclusion portfolio of the MasterCard foundation - which is a key funder of the programme, namely:

- At the client level, which financial services and channels are most valued by the financial disadvantaged?
- At the institution level, what drives the business case for providers to serve the financially disadvantaged?
- At the ecosystem level, what does an enabling environment look like and what is the appropriate role for funders to play in supporting it?
- At the impact level, to what extent does financial access substantially improve the wellbeing of customers?¹⁶

The evaluation design should respect the standards set out in the United Nations Evaluation Group (UNEG) *Handbook to Integrate **Human Rights and Gender Equality** in Evaluation* and adhere to the *UNEG Norms*

¹³ <http://www.cgap.org/topics/facilitating-and-measuring-market-development>

¹⁴ <https://www.enterprise-development.org/implementing-psd/market-systems/>

¹⁵ For more information, please see: http://www.betterevaluation.org/en/plan/approach/contribution_analysis. Please also note the work of the Consultative Group to Assist the Poor (CGAP), the Donor Committee on Enterprise Development, the Springfield Center and others on this with specific reference to measuring the results of market development for the poor in the area of inclusive finance.

¹⁶ These are included in the evaluation matrix below.

and Standards for Evaluation in the UN System and UNEG's Ethical Guidelines and Code of Conduct.¹⁷ This will be specifically assessed as part of the procurement process.

The evaluation should draw upon **mixed methods of quantitative and qualitative data** using both existing secondary data sources and primary data to be collected during the evaluation, ensuring evidence-based findings and recommendations. The secondary data sources of the evaluation should include the studies commissioned by MM4P (see Annex).

Evaluation questions

The table below sets out a series of preliminary evaluation questions to be addressed in the evaluation. These questions relate to the objectives of the evaluation listed above and are intended to frame the evaluative analysis specifically around those objectives. Interested bidders should use the below outline to submit a detailed matrix, to include also possible performance indicators/judgement criteria as part of their technical proposal as well as the likely sources of information – also organised in the form of a data collection toolkit - to answer the evaluation questions. A final evaluation matrix will be developed together with the MM4P Team in Brussels before the submission of the Inception Report.

Evaluation criteria and main questions	Possible evaluation sub-questions (but not limited to)
Question 1: <i>Relevance and quality of design</i> <i>The appropriateness of the programme's objectives to the real problems, needs and priorities of its key stakeholders/beneficiaries and the quality and coherence of programme design through which these objectives are to be reached.</i>	1.1 To what extent is the MM4P approach relevant to the programme countries and key stakeholders the programme supports? What is the perception of DFS stakeholders and the global development community on the relevance of MM4P activities?
	1.2 As presently designed, how coherent and clear is the theory of change and ecosystem approach of the MM4P programme? How appropriately designed are MM4P activities to support this broader objective? How effectively has the programme articulated its expected outcomes through its Results Framework? Across countries, what does an enabling environment look like and what is the appropriate role for funders to play in supporting it?
	1.3 Is the MM4P approach complementary to other initiatives in the area of DFS, in-country and globally? How does the MM4P approach compare to initiatives with similar objectives in terms of its theory of change and approach?
	1.4 To what extent is programme design sufficiently taking cross-cutting issues such as gender and human rights and social and environmental performance into account? Was the conception of the project gender-differentiated and was a gender analysis conducted?

¹⁷ UNEG Evaluations Norms and Standards: <http://www.uneval.org/document/detail/21>; UNEG Code of Conduct: <http://www.unevaluation.org/document/detail/102>; UNEG Guidance for Integrating Human Rights and Gender Equality in Evaluation <http://www.unevaluation.org/document/detail/980>

Question 2: Efficiency <i>Extent to which the programme has converted inputs and activities into results (outputs) and how well as this been managed/overseen?</i>	2.1 How well has the programme delivered its expected results to date? What is the quality of the programme outputs (deliverables) to date? And how are they perceived by stakeholders (national and international)?
	2.2 Is the results measurement process adequately capturing results of the programme? What are recommendations on how to better show contribution of programme activities to DFS market development?
	2.3 What is the quality of programme governance and oversight? Is the investment committee providing optimal strategic direction and oversight? How might the governance structure be improved?
	2.4 What is the quality of the programme management? Is the Project Management Unit providing optimal leadership and support? Are the management tools (decentralization of authority, use of long-term agreements, on-line workplans, monthly country calls meeting) sufficient to manage the programme as it expands?
	2.5 To what extent does the knowledge management framework suit the approach of the programme? How well does MM4P curate, package and communicate knowledge and lessons learned both within UNCDF and externally)? What is the contribution of MM4P's knowledge sharing in raising stakeholders' awareness, capacity and commitment to DFS at country level? Is the approach and implementation of the learning agenda optimal for MM4P to contribute to the global body of evidence in DFS?
	2.6 How cost-effective is MM4P relative to other initiatives in the area of DFS and to UNCDF's larger portfolio? How cost effective are technical assistance agreements relative to grant agreements in providing support? How well has MM4P managed its resources, given the constraints on use of different sources of funds?
Question 3: Effectiveness <i>Contribution of MM4P to organisational change by individual digital finance ecosystem participants</i>	3.1. To what extent has MM4P contributed to building capacity of i) DFS providers (e.g. financial service providers, telecommunication companies), ii) stakeholders involved in regulating and overseeing DFS markets, and iii) stakeholders using DFS (e.g. governments, businesses, NGOs)? To what extent have these stakeholders acted to improve access and use DFS, with or without programme support?
	3.2 To what extent have MM4P's ecosystem activities contributed to building awareness, interest and commitment of stakeholders in expanding DFS? Has MM4P work in target countries given rise to more joint approaches or partnerships in DFS than in other countries?
Question 4: Likely Impact	4.1 What has been the overall contribution of MM4P's direct financial and technical support to the development of strong digital finance systems in the programme countries? To what extent has it catalyzed or supported systemic

<i>(Likely) programme impact at both beneficiary and market/policy system levels</i>	change in it countries? What is the relative contribution of the different work streams and activities to that change?
	4.2 To what extent have, and will, programme activities increase(d) access to digital financial services, in general and specifically for low-income, rural, un-(and under-)banked, and female clients and with what effects? To what extent – as far as we can tell – does financial access substantially improve the wellbeing of customers?
Question 5: <i>Sustainability of programme results within the broader market/policy system environment</i>	5.1 To what extent are programme outcomes at the level i) of participants in the market for digital financial services, ii) policymakers and market regulators and iii) beneficiaries of digital financial services likely to continue over time?
	5.2 At the partner organisation level, what drives the business case for providers to serve the financially disadvantaged and what is the likelihood of this business case remaining once the MM4P programme comes to a close?
	5.3 How sustainable are the changes in DFS market development that MM4P contributes to? What are some of the alternative drivers of change that MM4P and its key partners should take into account in its programme management and oversight?

- **Management roles and responsibilities:**

To ensure independence and fulfilment of UN evaluation standards, the Evaluation Unit of UNCDF in New York is responsible for the management of this evaluation and will hire an independent firm to conduct the evaluation. The Evaluation Unit will work with the evaluators to ensure that the evaluation is conducted per UNEG Norms and Standards in Evaluation in the UN System, the UNEG Code of Conduct for Evaluation in the UN System and UNEG Guidance for Integrating Human Rights and Gender Equality in Evaluation. The Evaluation Unit will provide substantive support, including joining the evaluation team in selected field visits, and is responsible for the overall quality of the report.

The Programme (MM4P) will provide administrative and logistical support. Specifically, MM4P will provide a reference guide and access to all relevant documents; a list and contact information of key stakeholders; and assistance in scheduling meetings in each country. The team will be available for introductory and close out meetings in each country and shall make itself available to answer questions

and provide documents. UNCDF may provide office space in each country for the team to work upon request. *The evaluation team is expected to organize its own travel, visas, accommodation and local transport.*

An Advisory Panel for the evaluation will be set up, composed of representatives of UNCDF'S Financial Inclusion Practice Area at Headquarters as well as from the direct funders of the evaluation. The role of the Advisory Committee is to support the Evaluation Unit in managing the evaluation by participating in the following:

- Reviewing the TOR
- Reviewing and commenting on the inception report
- Reviewing and commenting upon the draft report
- Being available for interviews with the evaluation team

The evaluation may also be supported by a Reference Group of interested UNCDF partners from international development agencies and UNCDF's partner governments in the LDCs. The composition of this Group will be decided prior to the launch of the evaluation.

- **Evaluation process**

The evaluation process has 3 distinct phases:

- a) Inception Phase and desk review**

- ✓ Methodological briefing between the evaluation team and the Evaluation Unit to ensure clear understanding of the evaluation methodology, approach and main deliverables as per TOR;
- ✓ Inception meetings with Advisory Panel and key programme stakeholders to familiarize the Evaluation Team with the programme objectives, results to date and expectations for this evaluation.
- ✓ Stakeholder Mapping and stakeholder selection for data gathering.
- ✓ Possible workshop in Brussels to finalize the evaluation approach with the programme team
- ✓ Finalization of the evaluation methodology and tools, to include a sampling strategy for more in-depth analysis of various aspects of the performance of the programme as well as a strategy for collecting, analysing and aggregating different sources of data into the final evaluation report.
- ✓ Finalization of the schedule for country visits and stakeholder interviews

- b) In-country phase:** in-depth data collection and research, including site visits and key informant interviews. De-briefing sessions with key in-country stakeholders may be organized to present emerging trends/ preliminary findings and to build ownership of the findings with programme counterparts. The Team Leader may be asked to debrief the Advisory Panel and Evaluation Unit at the end of the country visits. This with a view to provide a sense of the evaluation team's preliminary findings ahead of the draft reporting phase.

The evaluation team is expected to visit Senegal, Zambia, Uganda, Nepal and Benin.

- c) **Post-Mission Phase:** analysis and synthesis stage, including a debrief with MM4P on initial findings and final questions, interpretation of findings and drafting of the evaluation report, HQ debrief of the final evaluation report.

- **Audience and timeline**

The primary audience for this evaluation is UNCDF, stakeholders in the countries in which UNCDF is implementing MM4P, as well as the funders and key partners of MM4P.

The evaluation is scheduled to be launched in Q3 2017 and finalized by February 2018, with the following proposed timeline:

- Inception phase¹⁸: end - October – mid-November 2017
- In-country phase¹⁹: end-November 2017 – mid – January 2018
- Post-Mission Phase: end- January 2018 – early March 2018

- **Main deliverables**

The contractor will produce the following deliverables:

- 1) An **inception report** presenting a fully developed evaluation matrix, methodology, data collection tool kit and a detailed work plan with timeline following a template to be provided by the Evaluation Unit.
- 2) Draft **and final reports** presenting the evaluation findings and recommendations for the program as a whole (max. 35 – 45 pages) plus in annex short (15 – 20 page) **synthesis reports** of findings from each country visited alongside **summaries of the findings** from each of the minimum five 'lines of evidence' used to support the evaluation findings (with francophone country deliverables in French) as well as an **Executive Summary** of maximum 5 pages summarising the main findings and recommendations in English and French.
- 3) All completed **tools and datasets making up the different lines of evidence** should be made available to the Evaluation Unit in the form of a dedicated DropBox (including field notes, transcribed highlights from key interviews and focus group discussions, details from quantitative analysis).
- 4) As an additional data collection tool and source of evidence, evaluators should consider providing **photographs** that support evaluation findings. They should respect the standards of UNCDF's

¹⁸ To include an in-person working session with the MM4P central management team in Brussels.

¹⁹ The visit to Nepal should include 1 – 2 day attendance at a multi-country workshop scheduled to start on December 4th.

communications policy by being provided in digital format and in high-resolution (300 dots per inch minimum). Moreover, although images showing challenges or community problems are inevitable, it is expected that the shots will capture development, progress and under all circumstances that convey respect for human dignity and rights.

- 5) Ahead of the final HQ presentation, and any other debriefings that are organised, provide a **PowerPoint presentation** that serves as a visual aid when presenting evaluation findings. The slides should contain brief sentences/bullet points that synthetically provide the core information of the evaluation report. The PowerPoint should be put together on the basis of a template provided and should follow the organization of the evaluation report.
- 6) Provide a **two-page overall communication tool** (based on a template to be provided) that serves as a brief of evaluation findings related to the effectiveness and the impact of the programme and one page tool to highlight the main country reports (with francophone country one-pagers in French). The pages should contain brief sentences/bullet points that synthetically provide the core information and that enable the reader to have a big picture of the evaluation report content.

The proposed timeframe and expected deliverables will be discussed with the evaluation team and refined during the inception phase. The final schedule of deliverables will be presented in the inception report. The Evaluation Unit reserves the right to request revisions to the evaluation deliverables until they meet the quality standards set by the UNCDF's Evaluation Unit for evaluation reports (please see Annex 4 for more details).

- **Composition of Evaluation Team**

The evaluation team should present a combination of technical expertise in evaluation and experience in designing and managing interventions in the field of digital financial services. Experience in evaluating UN programmes, including UNCDF, is preferred but not mandatory.

The team should be familiar with approaches used to assess program contribution to market development/systemic changes with a focus on inclusion of the poor²⁰ as well as theory-based approaches to programme evaluation, using both quantitative and qualitative analysis of existing secondary data and primary data sources.

The team should also demonstrate the following experience and expertise:

- Proven experience of designing and leading international development evaluations applying mixed-methods evaluation approaches (including preferably elements of experimental, quasi-experimental and theory-of-change-based, utilization-focused, participatory, and gender- and equity-focused evaluations) and looking at a variety of different modalities in international development cooperation

²⁰ For example, DFID's work on making markets work for the poor or the DCED markets for the poor approach.

- Demonstrated experience in integrating gender equality and women's empowerment in evaluation.
- Evidence of formal evaluation and research training, including familiarity with OECD or UN norms and standards for development evaluation as well as the evaluation of market system approaches, such as that of CGAP.
- Familiarity with evaluating market and system-development approaches to poverty reduction
- Experience in developing relevant program recommendations from evaluation insights

The team must also have experience in financial inclusion and specifically in digital financial services.

- Expertise in designing and conducting evaluations in the field of financial inclusion in developing countries
- Strong knowledge and experience of working to support the roll out of digital financial services, preferably in the context of the focus countries or at least South Asia and Africa
- Familiarity with other development organization programmes which support digital financial services, such as CGAP, DFID, Omidyar Foundation, the Bill & Melinda Gates Foundation, the MasterCard Foundation or the International Finance Corporation.
- Familiarity with UNCDF and its inclusive finance programmes is preferred.

The evaluation team should also be gender-balanced and include representatives who are familiar with one or more of the African and Asian countries in which the MM4P programme has been implemented. Teams are encouraged to include African or Asian nationals.

The team should also be able to work in French and in English in view of the countries to be visited.

• **Proposal requirements**

- **Methodology**
- **Detailed work plan with timeline of major activities**
- **Overview of past examples of conducted evaluations with comparable scope, including references**
- **Proposed team (with CVs)**

The technical proposal shall describe the methodology and approach to achieve the objectives of the study, including the team proposed. The technical proposal should not exceed 30 pages + annexes (for example CVs).

As part of the **methodological proposal** for the evaluation the following elements should be included:

- Based on the information provided above and on the MM4P programme website, a complete **Evaluation Matrix** presenting the evaluation questions and sub-questions, together with possible

indicators/judgement criteria, data collection tools and analysis methods that will be used to answer the evaluation questions.

- An overview of the **data collection toolkit** to be used in answering the evaluation questions, including the qualitative and quantitative tools that will be used in assessing existing secondary data and generating new primary data. In proposing the evaluation methodology, bidders are requested to respect the various quality standards for UNCDF evaluation set out in Annex 4.
- The proposal should highlight how the evaluation will **disaggregate and present findings on women, rural, and un(der)-banked population segments**, as well as make use of a gender lens, particularly in regard to women's economic empowerment.²¹

As part of the **detailed work plan** with timeline of major activities should include:

- A **detailed evaluation work plan** showing the overall time commitment to the project, as well as specific activities and time allocated to each individual team member. Note that the evaluation team should have sufficient time to complete:
 - i. Review of all relevant programme documentation during the inception phase, including a briefing by the MM4P team on the programme during the inception phase to be conducted in Brussels, Belgium;
 - ii. Country visits to the four or five programme countries mentioned above;
 - iii. Write up of the evaluation report presenting the findings on the programme as a whole as well as the supplementary country reports.

The country visits should be a minimum 5 days per country.

The overall level of effort for the evaluation is estimated to be around one hundred and thirty person days.

Overview of **past examples of conducted evaluations** should include:

- A description of past evaluation with comparable scope, including references
- Two evaluation reports

Proposed team should include:

- CV's for each member of the team,
- Description of team position and area of expertise (ex. Team Leader; Digital Finance Expert, etc)
- Description of data collection and logistic support team for each of the countries visits

²¹ In addition to the UN Evaluation Group guidance on embedding gender equality and women's empowerment into UN evaluations: <http://www.unevaluation.org/document/download/2107>, please see for information the latest report by the UN Secretary General's High Level Panel on Women's Economic Empowerment: Leave No One Behind – Take Action for Transformational Change on Women's Economic Empowerment <http://hlp-wee.unwomen.org/-/media/hlp%20wee/attachments/reports-toolkits/hlp-wee-report-2017-03-taking-action-en.pdf?la=en>

All team members that will engage in country visits should also be available for the initial kick-off meeting. Note that the team members conducting the country visits to the francophone countries (Benin and Senegal) must be fluent in French and have experience of providing consulting services in French-speaking countries.

Annex 1: MM4P Results Measurement Framework

The MM4P Results Measurement Framework (RMF) monitors activities and results on program, country, and project level. The elements included in the different levels of the framework are depicted in the figure below.

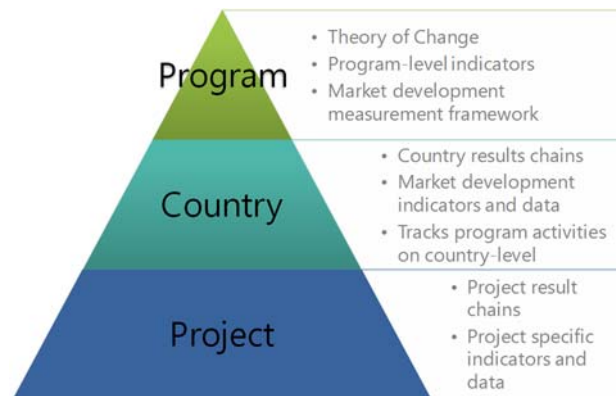


Figure 2 below shows the structure of the MM4P Theory of Change. Based on the theory of change, detailed results chains were developed for each country that show how activities are assumed to lead to stakeholder, customer and sector outcomes, and impact. Given the programme objective of shifting the DFS market along the path of development, the measurement of the progress of the market is a key element of the country results measurement frameworks. As discussed in Section 3.3, this entails country-level data collection and monitoring of the DFS market. In addition, the country RMFs track program activities on country level.

MM4P also closely measures and monitors the results of its projects. For all relevant projects, a results chain is developed, which visualizes the hypothesis of how activities will lead to outcomes and impact. Based on the results chain, project-specific indicators are developed, which measure the progress and results of a project, and capture learnings. Where relevant and feasible, project indicators and definitions are aligned to the country-level indicators (e.g. adoption and use of DFS, agent activity), to allow for aggregation and comparison.

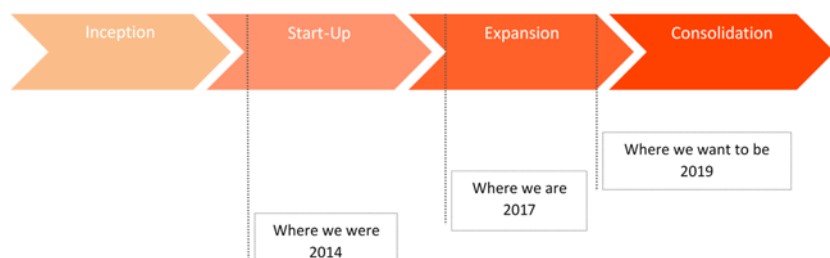
Figure 2: Structure MM4P Theory of Change



Annex 2: Activities per country

Benin

Market development:



Activities per work stream:

Customers

- Technical assistance to MTN Benin to develop DFS for savings groups and payments, targeting Zémidjans, i.e. motor taxis (ongoing)
- Research on DFS customer adoption and usage (completed)
- Human Centric Design research with providers (completed)

Providers

- Technical Assistance to MFI Alidé and MTN Benin to develop a bank2wallet push-pull service (ongoing)
- Feasibility assessments of specific DFS with providers (ongoing)
- Training workshop for banks on how to leverage DFS (completed)
- Market research, workshop, and individual institutional assessments of MFIs' readiness to leverage DFS for growth (completed)

Distribution

- Technical assistance to Etisalat Moov to improve their agent network (ongoing)
- Financial Service Point mapping (ongoing)
- Strategic assessment of agent networks of providers (completed)
- Support DFS stakeholders to attend the Helix Agent Network Accelerator training (ongoing)

High volume

- Support participation of ministry representatives to peer learning exchange on government payment digitization in South Africa and Colombia (completed)
- Workshop to raise awareness and provide information on the Payment Flow Diagnostic (planned) and the opportunity to digitize government-to-person (G2P) payments (completed)

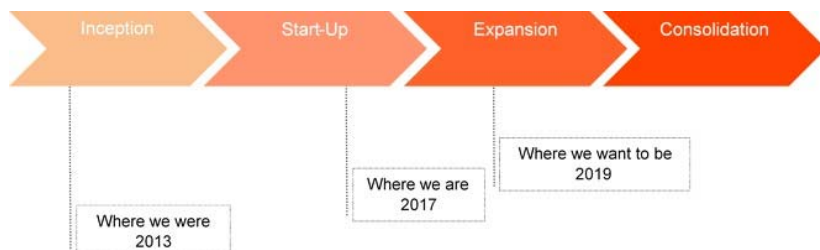
Ecosystem development

- Established and facilitates the DFS Working Group, which meets every quarter. Technical sub committees work on various recommendations. (ongoing)
- Support DFS stakeholders to participate in the Digital Frontiers Institute training (ongoing)
- Workshops for DFS stakeholders on various topics (e.g. partnerships between financial institutions and MNOs, MFIs)

and DFS) (ongoing)

Nepal

Market development stages:



Activities per work stream:

Customers

- Support NRB in assessing demand for and use of DFS in rural areas (ongoing)
- Support Prabhu Limited in developing a mobile application to improve financial literacy (ongoing)

Providers

- Support IME to launch its mobile money services (ongoing)

Policy and Regulation

- Support NRB to develop a national payment system strategy (ongoing)
- Support NRB in developing a geo-spatial data reporting and analytics system (ongoing)

Distribution

- Support DFS stakeholders to attend the Helix Agent Network Accelerator training (ongoing)
- Support to bank to review agent network strategy (ongoing)

High volume

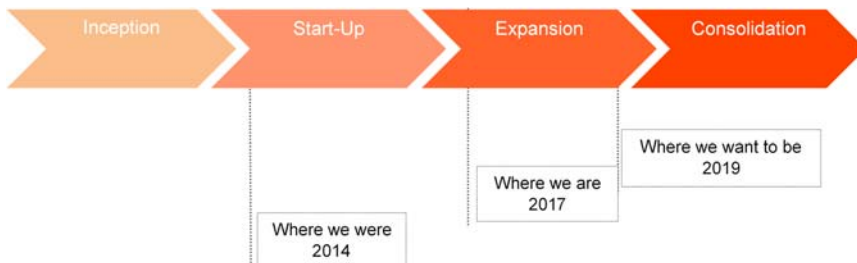
- Support to the Department of Civil Registration to develop the strategy, pilot and follow up on the pilot and roll-out of G2P digitization strategy for social security payments

Ecosystem development

- Workshops for DFS stakeholders on various topics (e.g. G2P, retail payment system NRB, digitization of payments in agricultural value chains, MFIs and DFS) (ongoing)
- Activate NRB and payment service providers working group for regular dialogue / DFS Working Group (ongoing)
- Supported participation from NRB and Ministry of Finance in a learning exchange to India for understanding creation of digital eco-system (completed)

Senegal

Market development stages:



Activities per work stream:

Customers

- Research on DFS customer adoption and usage (completed)
- Human Centric Design research with providers (completed)

Providers

- Support CAURIE-MF to digitize savings groups' operations by enabling credit officers to collect savings and process loan repayments digitally (ongoing)
- Technical assistance to Orange Money for the establishment of Orange kiosks (ongoing)
- Feasibility studies with providers to assess specific DFS (ongoing)

Distribution

- Financial Service Point mapping (ongoing)
- Support DFS stakeholders to attend the Helix Agent Network Accelerator training (ongoing)
- Technical assistance to providers to strengthen their rural agent network (ongoing)
- Strategic assessment of agent networks of providers (completed)

High volume

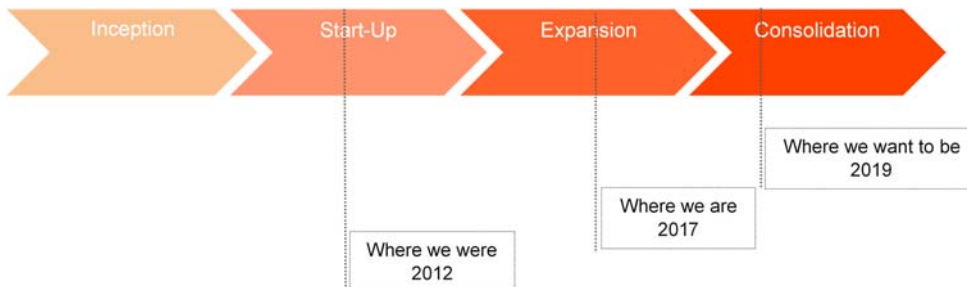
- Conduct a payment flow diagnostics, implemented by the national statistics bureau ANSD and BTCA (ongoing)
- Technical Assistance to the digitization of pension payments (ongoing)
- Support the participation of ministry representatives to peer learning exchange on government payment digitization in South Africa and Colombia (completed)

Ecosystem development

- Established and facilitation of the DFS Working Group, which meets every quarter. Technical sub committees work on various recommendations (ongoing)
- Support DFS stakeholders to participate in the Digital Frontiers Institute training (ongoing)
- Workshops for DFS stakeholders on various topics (e.g. MFIs and DFS) (ongoing)

Uganda

Market development stages:



Activities per work stream:

Customers

- Customer research on multiple DFS as part of support to providers

Providers

- Technical assistance to MTN to develop, pilot and scale its savings and lending product MoKash (completed)

Policy and Regulation

- Study on interoperability and the role of PSPs, on behalf of Bank of Uganda (ongoing)
- Study on KYC Requirements for Digital Financial Services in Uganda (ongoing)
- Supported Bank of Uganda in developing data collection tools for FSPs (completed)
- Technical assistance to the Bank of Uganda to enable the regulatory environment in preparation for the National Financial Inclusion Strategy (completed)

Distribution

- Technical assistance to banks for the development and launch of their agency banking strategies (ongoing)
- Support DFS stakeholders to attend the Helix Agent Network Accelerator training (ongoing)
- Technical assistance to Living Goods (an NGO) and MTN to develop and pilot a roving agent model (ongoing)

High volume

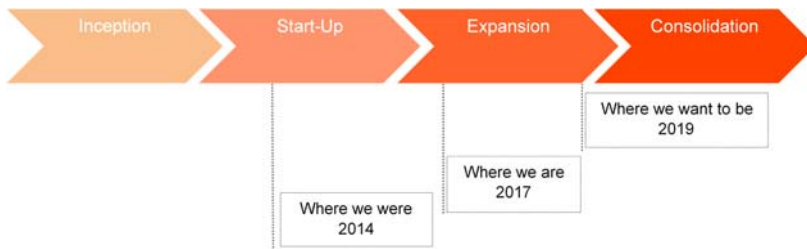
- Technical assistance to providers and aggregators for the digitization of payments in agricultural value chains (ongoing)
- Technical assistance to providers and aggregators for the digitization of social cash transfers in Bidi Bidi refugee settlement (ongoing)

Ecosystem development

- Organize events for DFS stakeholders (e.g. DataHack4FI, open API workshop, fintech) (ongoing)

Zambia

Market development stages:



Customers

- Research on DFS customer adoption and usage (completed)
- Human Centric Design research with providers (completed)

Providers

- Technical assistance to Spagris Zambia to implement effective agent training and to develop a strategy (ongoing)
- Support to Zoono to develop and pilot its mobile money wallet Sunga (completed)

Policy and Regulation

- Provide support to the Bank of Zambia to improve collection and analysis of data on DFS (ongoing)

Distribution

- Financial Service Point mapping (ongoing)
- Support Airtel Money to test and scale innovative agent liquidity models (ongoing)
- Support FINCA Zambia to develop and test liquidity management solutions and financial services (credit and saving facilities) for mobile money agents (ongoing)
- Support DFS stakeholders to attend the Helix Agent Network Accelerator training (ongoing)
- Strategic assessment of agent networks of providers (completed)

High volume

- In partnership with UNHCR, support the digitization of social cash transfers in Meheba Refugee Settlement (ongoing)
- Technical assistance to MTN in developing and testing go-to-market solutions to expand outreach of its bulk payment service in peri-urban and rural areas (ongoing)
- Conduct a Payment Flow Diagnostic for the Government of Zambia (completed)
- Supported the participation of ministry representatives to peer learning exchange on government payment digitization in South Africa and Colombia (completed)

Ecosystem development

- Established and facilitate DFS Working Group (ongoing)
- Organize workshops for DFS stakeholders on various topics (e.g. HCD, KYC) (ongoing)
- Support DFS stakeholders to participate in the Digital Frontiers Institute training (completed)

Annex 3: MM4P commissioned data

Source	Description	Year	Countries
Intermedia Customer Insights Survey	National representative demand sidedata on customer adoption andusage of DFS products (http://finclusion.org/)	2015	Benin, Senegal*
Agent Network Accelerator data	Supply side overview of the DFS landscape, identifying challenges and opportunities in expanding the agent network	2016	Benin Senegal Zambia
Financial service point mapping	Building publicly accessible geo-spatial data bases on penetration and use of financial services (http://finclusionlab.org/)	2015 - ongoing	Benin Nepal Senegal Zambia
Annual Provider Survey	Annual survey conducted by MM4P with providers on their DFS operations	2017	Benin Senegal Zambia
Payment flow diagnostics	Data on the volume of cash and digital payment flows on a national level, segregated by business, personal and government	2017	Zambia

* Intermedia also conducts its survey in Uganda but this is not commissioned by MM4P. Finscope Survey data is available for Zambia (2015).

Annex 4: Quality Grid for UNCDF evaluations

As per UNDP's Policy, to which UNCDF is party, all external evaluations commissioned by UNCDF's Evaluation Unit are subject to external quality control by UNDP's Independent Evaluation Office. Bidders are requested to respect the elements of this quality assessment tool in coming up with their proposed approach for the evaluation.

TOR and Design (Weight 15%)
1. Do the Terms of Reference clearly outline the focus for the evaluation in a logical and realistic manner?
2. Do the Terms of Reference detail timescales and budgets for the evaluation?
3. Does the TOR clearly outline the evaluation's planned approach?
4. Is the proposed outline of the evaluation approach and methodology clearly detailed in the ToR?
5. Does the ToR request the evaluator to include gender and vulnerable group issues within the evaluation?
Report and Methodology (Weight 30%)
STRUCTURE
1. Is the evaluation report well-balanced and structured?
2. Does the Evaluation report clearly address the objectives of the evaluation as outlined in the ToR?
METHODOLOGY
3. Is the evaluation's methodological approach clearly outlined?
4. Is the nature and extent of the project/ programmes stakeholders or partnerships and their role and involvement in the project/ programme explained adequately?
5. Does the Evaluation clearly assess the projects/ programmes level of RELEVANCE?
6. Does the Evaluation clearly assess the projects/ programmes level of EFFECTIVENESS?
7. Does the Evaluation clearly assess the projects/ programmes level of EFFICIENCY?
8. Does the Evaluation clearly assess the projects/ programmes level of SUSTAINABILITY?
DATA COLLECTION
9. Are data collection methods and analysis clearly outlined?
10. Is the data collection approach and analysis adequate for scope of the evaluation?

11. Are any changes to the evaluation approach or limitations in implementation during the evaluation mission clearly outlined and explained?

REPORT CONTENT

12. Does the evaluation draw linkages to the UNDP country programme strategy and/ or UNDAF?

13. Does the Evaluation draw linkages to related National government strategies and plans in the sector/ area of support?

14. Does the evaluation detail programme/ project funding and provide funding data?

15. Does the evaluation include an assessment of the projects M&E design, implementation and overall quality?

16. Are all indicators in the logical framework assessed individually, with final achievements noted?

Crosscutting (Weight 15%)

1. Are human rights, disabilities, minorities and vulnerable group issues addressed where relevant?

2. Does the report discuss poverty/ environment nexus or sustainable livelihoods issues, as relevant?

3. Does the report discuss disaster risk reduction and climate change mitigation and adaptation issues where relevant?

4. Does the report discuss crisis prevention and recovery issues, as where relevant?

5. Are the principles and policy of gender equality and the empowerment of women (GEEW) integrated in the evaluation scope and indicators, as relevant?

6. Does the Evaluation's Criteria and Evaluation Questions specifically address how GEEW has been integrated into the design, planning, implementation of the intervention and the results achieved, as relevant?

7. Are gender-responsive Evaluation methodology, Methods and tools, and Data Analysis Techniques selected?

8. Do the evaluation findings, conclusions and recommendation take gender equality and the empowerment of women (GEEW) aspects into consideration?

9. Does the evaluation draw linkages to the SDGs and relevant targets and indicators for the area being evaluated?

Evaluation Findings, Conclusions and Recommendations (Weight 40%)

FINDINGS AND CONCLUSIONS

1. Does the evaluation report contain a concise and logically articulated set of findings?
2. Does the evaluation report contain a concise and logically articulated set of conclusions?
3. Does the evaluation report contain a concise and logically articulated set of Lessons learned?
4. Do the findings and conclusions relate?
5. Are the findings and conclusions supported with data and interview sources?
6. Do the conclusions build on the findings of the evaluation?
7. Are risks discussed within the evaluation report?
RECOMMENDATIONS
8. Are the recommendations clear, concise, realistic and actionable?
9. Are recommendations linked to Country Office outcomes and strategies and actionable by the CO?

Section 4: Proposal Submission Form²²

[insert: Location]

[insert: Date]

To: [insert: Name and Address of UNDP focal point]

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for [insert: title of services] in accordance with your Request for Proposal dated [insert: Date] and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and Financial Proposal sealed under a separate envelope.

We hereby declare that:

- a) All the information and statements made in this Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed or suspended vendor list of the UN or other such lists of other UN agencies, nor are we associated with, any company or individual appearing on the 1267/1989 list of the UN Security Council;
- c) We have no outstanding bankruptcy or pending litigation or any legal action that could impair our operation as a going concern; and
- d) We do not employ, nor anticipate employing, any person who is or was recently employed by the UN or UNCDF.

We confirm that we have read, understood and hereby accept the Terms of Reference describing the duties and responsibilities required of us in this RFP, and the General Terms and Conditions of UNCDF's Contract for Professional Services.

We agree to abide by this Proposal for [insert: period of validity as indicated in Data Sheet].

We undertake, if our Proposal is accepted, to initiate the services not later than the date indicated in the Data Sheet.

²² No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

We fully understand and recognize that UNCDF is not bound to accept this proposal, that we shall bear all costs associated with its preparation and submission, and that UNCDF will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

[please mark this letter with your corporate seal, if available]

Section 5: Documents Establishing the Eligibility and Qualifications of the Proposer

Proposer Information Form²³

Date: *[insert date (as day, month and year) of Proposal Submission]*
RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name <i>[insert Proposer's legal name]</i>		
2. In case of Joint Venture (JV), legal name of each party: <i>[insert legal name of each party in JV]</i>		
3. Actual or intended Country/ies of Registration/Operation: <i>[insert actual or intended Country of Registration]</i>		
4. Year of Registration: <i>[insert Proposer's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Proposer's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
40. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		
12. Proposer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's name]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's name]</i> Email Address: <i>[insert Authorized Representative's name]</i>		
13. Are you in the UNPD List 1267.1989 or UN Ineligibility List ? <input type="checkbox"/> YES or <input type="checkbox"/> NO		

²³ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, no alterations to its format shall be permitted and no substitutions shall be accepted.

14. Attached are copies of original documents of:

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ If Joint Venture/Consortium – copy of the Memorandum of Understanding/Agreement or Letter of Intent to form a JV/Consortium, or Registration of JV/Consortium, if registered
- ☐ If case of Government corporation or Government-owned/controlled entity, documents establishing legal and financial autonomy and compliance with commercial law.

Joint Venture Partner Information Form (if Registered)²⁴

Date: *[insert date (as day, month and year) of Proposal Submission]*

RFP No.: *[insert number]*

Page _____ of _____ pages

1. Proposer's Legal Name: <i>[insert Proposer's legal name]</i>		
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>		
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>		
4. Year of Registration: <i>[insert Party's year of registration]</i>		
5. Countries of Operation	6. No. of staff in each Country	7. Years of Operation in each Country
8. Legal Address/es in Country/ies of Registration/Operation: <i>[insert Party's legal address in country of registration]</i>		
9. Value and Description of Top three (3) Biggest Contract for the past five (5) years		
10. Latest Credit Rating (if any)		
1. Brief description of litigation history (disputes, arbitration, claims, etc.), indicating current status and outcomes, if already resolved.		

²⁴ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

13. JV's Party Authorized Representative Information

Name: *[insert name of JV's Party authorized representative]*

Address: *[insert address of JV's Party authorized representative]*

Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Party authorized representative]*

Email Address: *[insert email address of JV's Party authorized representative]*

14. Attached are copies of original documents of: *[check the box(es) of the attached original documents]*

- ☐ All eligibility document requirements listed in the Data Sheet
- ☐ Articles of Incorporation or Registration of firm named in 2.
- ☐ In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT
INSERT TITLE OF THE SERVICES

Note: Technical Proposals not submitted in this format may be rejected. The financial proposal should be included in separate envelope.

Name of Proposing Organization / Firm:	
Country of Registration:	
Name of Contact Person for this Proposal:	
Address:	
Phone / Fax:	
Email:	

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION (Maximum 4 pages)

This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.

1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.

1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.

1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)

1.4. Previous experience of the organization in successfully bidding for, conducting and

backstopping formative and summative evaluations of international development policies, programmes and projects;

1.5. Previous experience in working with International Financial Institutions;

SECTION 2 - APPROACH AND IMPLEMENTATION PLAN (maximum 20 pages)

*This section should demonstrate the Proposer's **responsiveness to the TOR** by identifying the specific components proposed, addressing the requirements, as specified, point by point; providing a detailed description of the essential performance characteristics proposed; and demonstrating how the proposed methodology meets or exceeds the requirements.*

2.1. Approach to the Service/Work Required: Please provide a detailed description of the methodology for how the organisation/firm will achieve the Terms of Reference of the project, keeping in mind the appropriateness to local conditions and project environment. The methodology proposed should be responsive to the TORs and closely follow the main elements outlined in Section 3 of the TOR –Methodology.

2.2. Technical Quality Assurance Review Mechanisms: The methodology shall also include details of the Proposer's internal technical and quality assurance review mechanisms.

2.3 Implementation Timelines: The Proposer shall submit a Gantt Chart or Project Schedule indicating the detailed sequence of activities that will be undertaken and their corresponding timing.

2.4. Subcontracting: Explain whether any work would be subcontracted, to whom, how much percentage of the work, the rationale for such, and the roles of the proposed sub-contractors. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team.

2.5. Risks / Mitigation Measures: Please describe the potential risks for the implementation of this project that may impact achievement and timely completion of expected results as well as their quality. Describe measures that will be put in place to mitigate these risks.

2.6. Reporting and Monitoring: Please provide a brief description of the mechanisms proposed for this project for reporting to the UNCDF and partners, including a reporting schedule.

2.7. Anti-Corruption Strategy: Define the anti-corruption strategy that will be applied in this project to prevent the misuse of funds. Describe the financial controls that will be put in place.

2.8. Partnerships: Explain any partnerships with local, international or other organizations that are planned for the implementation of the project. Special attention should be given to providing a clear picture of the role of each entity and how everyone will function as a team. Letters of commitment from partners and an indication of whether some or all have successfully worked together on other previous projects is encouraged.

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the

definition of “conflict” under Section 4 of this document, if any.

2.10 Other: Any other comments or information regarding the project approach and methodology that will be adopted.

SECTION 3: PERSONNEL (maximum 2 page per CV)

3.1 Management Structure: Describe the overall management approach toward planning and implementing this activity. Include an organization chart for the management of the project describing the relationship of key positions and designations.

3.2 Staff Time Allocation: Provide a spreadsheet will be included to show the activities of each staff member and the time allocated for his/her involvement. (Note :*This spreadsheet is crucial and no substitution of personnel will be tolerated once the contract has been awarded except in extreme circumstances and with the written approval of the UNCDF. If substitution is unavoidable it will be with a person who, in the opinion of the UNCDF project manager, is at least as experienced as the person being replaced, and subject to the approval of UNCDF. No increase in costs will be considered as a result of any substitution.*)

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (Team Leader, Managerial and general staff) that will be provided to support the implementation of this project. CVs should demonstrate qualifications in areas relevant to the Scope of Services. Please use the format below:

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement.		

<div>_____</div> <div>Signature of the Nominated Team Leader/Member</div>	<div></div> <div>Date Signed</div>
<div></div>	

Section 7: Financial Proposal Form²⁵

The Proposer is required to prepare the Financial Proposal in an envelope separate from the rest of the RFP as indicated in the Instruction to Proposers.

The Financial Proposal must provide a detailed cost breakdown. Provide separate figures for each functional grouping category.

In case of an equipment component to the service provider, the Price Schedule should include figures for both purchase and lease/rent options. UNCDF reserves the option to either lease/rent or purchase outright the equipment through the Contractor.

Table A. Cost Breakdown per Deliverables*

No.	Deliverables/ Outputs	Percentage of Total price (weight for payment)	Total price in USD per Deliverable
1.1	Inception Report and Data Collection Toolkit (including up to a maximum three rounds of revisions)	35%	
1.2	Draft evaluation report, included completed Evaluation Matrix (including up to a maximum of three rounds of revisions)	30%	
1.3	Final Evaluation Report with Executive Summary, completed Evaluation Matrix	35%	

²⁵ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

	GRAND TOTAL in USD	100%	
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**Basis for payment tranches*

Cost breakdown by Cost Components of Table A:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable based on the following format. UNCDF shall use the cost breakdown for the price reasonability assessment purposes as well as the calculation of price in the event that both parties have agreed to add new deliverables to the scope of Services.

No.	Description of Activity	No. of Days	Rate in USD	No. of Personnel	Total Rate in USD for the Entire Duration of the Contract	Comments
1.	Professional Services Fees from Home Offices:					
1.1	Team Leader			1		
1.2	Tem member			2		
2.	Support Personnel as Applicable:					
2.1.	Please insert position as applicable					If applicable to your submission, kindly list the details and periods. you can add/delete as many lines as
3.	Professional Services Fees in Field:	No. of Days	Rate in USD	No. of Personnel	Total Rate in USD for the Entire Duration of the Contract	Comments
3.1	Team Leader			1		
3.2	Team member			2		

4.	Out of Pocket Expenses	UoM	QTY	Rate in USD	No. of Personnel	Total Rate in USD for the Entire Contract Duration	Comments
4.1	International Flights:– Destination	Roun d Trip					Please add rows as needed per given destination and

							destination in your offer.
4.2	Visa Fee	Each					
4.3	Living allowance, if applicable	Daily					
4.4	Communications	Lump Sum		N/A			Please provide details of what communication include and further breakdown of given monthly cost
4.5	Reproduction/ report printing	Lump Sum		N/A			
4.6	Equipment Lease (if applicable)	Lump Sum		N/A			Please provide details of what equipment
4.7	Others (hiring of vehicle etc.) or Transportation Fees	Lump Sum		N/A			Please provide details of your Lump Sum cost
5.	Other Related Costs (If applicable):						Please specify and provide breakdown. Insert additional lines as required
Total Grand Price in USD							

Section 8: Presentation

The Proposals that score at least 560 on 800 points during the first step of the Technical evaluation will be invited to do a presentation on November 1th and 2nd 2017 between 10 AM and 3 PM. Note that these dates are tentative.

There is no prescribed presentation format but the presentation should not exceed 30 minutes. Proposers should focus their presentation on presenting the overall expertise of the firm, the team and the proposed methodology to conduct the evaluation.

A discussion will follow the presentation up to an additional 30 minutes focusing on clarification and request for additional information.

Key Team Members should be available during the presentation.

The presentation is scored on 200 points.

Section 9: Contract for Professional Services

THIS IS UNCDF'S TEMPLATE FOR CONTRACT FOR THE PROPOSER'S REFERENCE. ADHERENCE TO ALL TERMS AND CONDITIONS IS MANDATORY.

[PLEASE ATTACH HERETO THE .PDF VERSION OF THE CONTRACT FOR PROFESSIONAL SERVICES AND THE GENERAL TERMS AND CONDITIONS]

Date _____

Dear Sir/Madam,

Ref.: _____/ _____/ _____ [INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]

The United Nations Capital Development Fund (hereinafter referred to as "UNCDF"), wishes to engage your [company/organization/institution], duly incorporated under the Laws of _____ [INSERT NAME OF THE COUNTRY] (hereinafter referred to as the "Contractor") in order to perform services in respect of _____ [INSERT SUMMARY DESCRIPTION OF THE SERVICES] (hereinafter referred to as the "Services"), in accordance with the following Contract:

1. Contract Documents

- 1.1 This Contract is subject to the UNCDF General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
- 1.2 The Contractor and UNCDF also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
- a) this Letter;
 - b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
 - c) the Contractor's Proposal [ref....., dated]
 - d) The UNCDF Request for Proposal [ref....., dated.....]
- 1.3 All the above shall form the Contract between the Contractor and UNCDF, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Annex II with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
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....
....

2.3 Any changes in the above key personnel shall require prior written approval of _____ **[NAME and TITLE]**, UNCDF.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNCDF the deliverables specified hereunder according to the following schedule:

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

Progress report	../..../....
.....	../..../....
Final report	../..../....

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.

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

OPTION 1 (FIXED PRICE)

3. Price and Payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNCDF shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.

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

- 3.4 UNCDF shall effect payments to the Contractor after acceptance by UNCDF of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

<u>MILESTONE</u>	<u>AMOUNT</u>	<u>TARGET DATE</u>
Upon....././....
....././....

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNCDF shall pay the Contractor a price not to exceed _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex _____ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.
- 3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of _____ **[NAME and TITLE]**, UNCDF.
- 3.4 Payments effected by UNCDF to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNCDF of the Contractor's performance of the Services.
- 3.5 The Contractor shall submit invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNCDF to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNCDF. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions

- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNCDF's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNCDF of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNCDF.
- 4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.
- 4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

- 5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:
.....
- 5.2 Invoices submitted by fax shall not be accepted by UNCDF.

6. Time and manner of payment

- 6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNCDF. UNCDF shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.
- 6.2 All payments shall be made by UNCDF to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

- 7.1 The Contract shall enter into force upon its signature by both parties.
- 7.2 The Contractor shall commence the performance of the Services not later than _____ **[INSERT DATE]** and shall complete the Services within _____ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.
- 7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

- 8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and _____ **[NAME AND TITLE]** UNCDF.

9. Notifications

For the purpose of notifications under the Contract, the addresses of UNCDF and the Contractor are as follows:

For the UNCDF:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

For the Contractor:

Name
Designation
Address
Tel. No.
Fax. No.
Email address:

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

[INSERT NAME AND DESIGNATION]

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____



UNCDF GENERAL CONDITIONS OF CONTRACT 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 Capital Development Fund (UNCDF). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNCDF or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

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

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 UNCDF.

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 UNCDF for all sub-contractors. The approval of UNCDF 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 UNCDF 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, UNCDF, 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 UNCDF as additional insured;

8.4.2 Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNCDF;

8.4.3 Provide that the UNCDF 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 UNCDF 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 UNCDF 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 UNCDF shall rest with UNCDF and any such equipment shall be returned to UNCDF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNCDF, 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 UNCDF

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 UNCDF 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 UNCDF 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 UNCDF.

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 UNCDF does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNCDF 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 UNCDF; 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 UNCDF 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 UNCDF, shall be made available for use or inspection by the UNCDF at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNCDF authorized officials on completion of work under the Contract.

12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNCDF OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNCDF, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNCDF or THE United Nations, or any abbreviation of the name of UNCDF 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 UNCDF, 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 UNCDF sufficient prior notice of a request for the disclosure of Information in order to allow the UNCDF 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 UNCDF 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 UNCDF, 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 UNCDF 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 UNCDF 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 UNCDF 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 UNCDF 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 UNCDF reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNCDF 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 UNCDF under this Article, no payment shall be due from UNCDF 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 UNCDF 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 UNCDF 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 UNCDF to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNCDF to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNCDF before the payment thereof and the UNCDF 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 UNCDF 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 UNCDF to terminate this Contract immediately upon notice to the Contractor, at no cost to UNCDF.

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 UNCDF to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNCDF.

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 UNCDF 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 UNCDF 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 SECURITY:

23.1 The Contractor shall:

- (a) Put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;
- (b) Assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

23.2 UNCDF reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNCDF's property in its custody as set forth in paragraph 4.1 above.

24.0 AUDITS AND INVESTIGATIONS:

24.1 Each invoice paid by UNCDF shall be subject to a post-payment audit by auditors, whether internal or external, of UNCDF or the authorized agents of the UNCDF at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNCDF shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNCDF other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNCDF have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNCDF reserves the right to seek recovery and/or to take any other action as it deems necessary.

24.2 The Contractor acknowledges and agrees that, at anytime, UNCDF may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNCDF to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNCDF access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNCDF hereunder.

25.0 ANTI-TERRORISM:

25.1 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNCDF funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNCDF hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNCDF, only the UNCDF Authorized Official possesses the authority to agree on behalf of UNCDF to any modification of or change in this Agreement, 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 UNCDF unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNCDF Authorized Official.
