



REQUEST FOR PROPOSAL (RFP)

	DATE: October 10, 2014

Dear Sir / Madam:

We kindly request you to submit your Proposal for “**Designing a Financial Market-Interconnection and Access Fund Facility and a Financial Usage Innovation Facility**”

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

Proposals may be submitted on or before Friday, October 31, 2014 via email to the address below:

United Nations Capital Development Fund
npakrprawi.kridaratikorn@uncdf.org
Attention: Npakrprawi C Kridaratikorn

Your Proposal must be expressed in the English language, and valid for a minimum period of 120 days.

Proposals submitted by email must be limited to a maximum of 4 MB, virus-free and no more than 2 email transmissions. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

A handwritten signature in black ink, appearing to be 'Shalina Miah', written over a horizontal line.

Shalina Miah
Regional Office Manager
10/10/2014

Description of Requirements

Context of the Requirement	Designing a Financial Market-Interconnection and Access Fund Facility, and a Financial Usage Innovation Facility
Brief Description of the Required Services ¹	<p>UNCDF SHIFT (Shaping Inclusive Finance Transformations) programme seeks assistance to design two regional technical assistance and funding facilities to increase access to and usage of formally regulated pro-poor financial services in the ASEAN region, more specifically Cambodia, Laos, Myanmar, and Vietnam (CLMV). The specific objective of each technical assistance and funding facility will be as follows:</p> <ul style="list-style-type: none"> - <u>Financial Market-Interconnection and Access Fund Facility</u>: Develop and promote new, replicable and scalable commercial partnerships (i.e. a commercial bank and a MFI network, a financial institution and retail network/post-offices/ mobile network operator), and service delivery models (i.e. branchless/agent banking) that lower the cost of financial intermediation at client and retail levels, thus expanding the scale of access. - <u>Financial Usage Innovation Facility</u>: Develop and promote highly innovative client acquisition approaches to increase use of formal financial services, at a modest cost, for people that are fully, partially or intermittently excluded. The Innovation Facility will maximize usage within prevailing scales of access (i.e. without necessarily seeking to expand the scale of access). <p>Furthermore, the design of such facilities will be complemented with the development of one operational manual for each funding facility.</p>
List and Description of Expected Outputs to be Delivered	<p>The service provider will support UNCDF in the design of the regional technical assistance and funding facilities described in the previous section. To this end, the service provider will be responsible for delivering the following outputs:</p> <ul style="list-style-type: none"> - <u>Output 1</u>: Conduct desk-research of previous financial inclusion related funds implemented within the ASEAN region and elsewhere, with a particular focus on regional funds, to identify main successes as well as

¹ A detailed TOR is attached.

	<p>lessons learnt that SHIFT could incorporate into its strategic programming.</p> <p><u>- Output 2:</u> Undertake market research/consultation in the ASEAN region with managers/stakeholders of similar funding facilities. Furthermore, identify existing financial and telecommunications infrastructure, and potential opportunities in terms of developing new commercial partnerships, service delivery channels, products and services.</p> <p>As a result of outputs one and two, a brief synthesis report will be produced and submitted to UNCDF for approval, which will steer the development of the funding facilities.</p> <p><u>- Output 3:</u> Based on the understanding gained from stakeholders and market research on thematic areas on which the fund should focus on, prepare all necessary documents for and launch the first expression of interest for the Financial Usage Innovation.</p> <p><u>- Output 4:</u> Design both funding facilities outlined under section two along with one operational manual for each facility. These operational manuals will, at least, cover the following areas:</p> <ul style="list-style-type: none"> - Approach to development of funding facility and key features - Management, Fund details, Eligibility, Coverage, Operational model, Products, Assessments, Monitoring and Evaluation - Formats and tools for initiating, administering, monitoring and evaluation of the funding facility
Person to Supervise the Work/Performance of the Service Provider	UNCDF Senior Regional Technical Advisor
Frequency of Reporting	<p><u>Outputs 1&2:</u> first draft by first week of December, 2014/Final draft by second week of January, 2015.</p> <p><u>Output 3:</u> by fourth week of January 2015</p> <p><u>Output 4:</u> first draft by third week of February 2015/Final draft by fifth week of February, 2015.</p>
Progress Reporting Requirements	Skype call: Bi-weekly and monthly reports
Location of work	<input type="checkbox"/> Exact Address/es <i>[pls. specify]</i> <input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	60 days
Target start date	December 1 st , 2014
Latest completion date	March 15 th , 2014

Travels Expected	<table border="1"> <thead> <tr> <th>Destination/s</th> <th>Estimated Duration</th> <th>Brief Description of Purpose of the Travel</th> <th>Target Date/s</th> </tr> </thead> <tbody> <tr> <td>Travel to Cambodia, Myanmar, Laos and Vietnam</td> <td>To be mentioned by the Service Provider in their proposal</td> <td>Consultation with Stakeholders</td> <td>To be mentioned by the Service Provider in the activity plan as part of their proposal</td> </tr> </tbody> </table>	Destination/s	Estimated Duration	Brief Description of Purpose of the Travel	Target Date/s	Travel to Cambodia, Myanmar, Laos and Vietnam	To be mentioned by the Service Provider in their proposal	Consultation with Stakeholders	To be mentioned by the Service Provider in the activity plan as part of their proposal
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Special Security Requirements	<input type="checkbox"/> Security Clearance from UN prior to travelling <input type="checkbox"/> Completion of UN's Basic and Advanced Security Training <input type="checkbox"/> Comprehensive Travel Insurance <input type="checkbox"/> Others <i>[pls. specify]</i>								
Facilities to be Provided by UNCDF (i.e., must be excluded from Price Proposal)	<input type="checkbox"/> Office space and facilities <input type="checkbox"/> Land Transportation <input type="checkbox"/> Others <i>[pls. specify]</i>								
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required								
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required <input type="checkbox"/> Not Required								
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars <input type="checkbox"/> Euro <input type="checkbox"/> Local Currency								
Value Added Tax on Price Proposal²	<input type="checkbox"/> must be inclusive of VAT and other applicable indirect taxes <input type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes								
Validity Period of Proposals (Counting for the last day of submission of quotes)	<input type="checkbox"/> 60 days <input type="checkbox"/> 90 days <input checked="" type="checkbox"/> 120 days								

² VAT exemption status varies from one country to another. Pls. check whatever is applicable to the UNCDF CO/BU requiring the service.

	In exceptional circumstances, UNCDF may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.															
Partial Quotes	<input checked="" type="checkbox"/> Not permitted <input type="checkbox"/> Permitted <i>[pls. provide conditions for partial quotes, and ensure that requirements are properly listed to allow partial quotes (e.g., in lots, etc.)]</i>															
Payment Terms ³	<table border="1"> <thead> <tr> <th>Outputs</th><th>Percentage</th><th>Condition for Payment Release</th></tr> </thead> <tbody> <tr> <td>Brief synthesis report outlining results from outputs one and two described under section three</td><td>20%</td><td rowspan="4"> Within thirty (30) days from the date of meeting the following conditions: a) UNCDF's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider. </td></tr> <tr> <td>Expression of interest for the Financial Usage Innovation Facility launched</td><td>20%</td></tr> <tr> <td>Operational Manual of Financial Market Inter-Connection and Access Fund Facility</td><td colspan="2" rowspan="2">60%</td></tr> <tr> <td>Operational Manual of Financial Usage Innovation Facility</td></tr> <tr> <td></td><td></td><td></td></tr> </tbody> </table>	Outputs	Percentage	Condition for Payment Release	Brief synthesis report outlining results from outputs one and two described under section three	20%	Within thirty (30) days from the date of meeting the following conditions: a) UNCDF's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	Expression of interest for the Financial Usage Innovation Facility launched	20%	Operational Manual of Financial Market Inter-Connection and Access Fund Facility	60%		Operational Manual of Financial Usage Innovation Facility			
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	UNCDF Senior Regional Technical Advisor															
Type of Contract to be Signed	<input type="checkbox"/> Purchase Order <input checked="" type="checkbox"/> Institutional Contract <input type="checkbox"/> Contract for Professional Services															

³ UNCDF preference is not to pay any amount in advance upon signing of contract. If the Service Provider strictly requires payment in advance, it will be limited only up to 20% of the total price quoted. For any higher percentage, or any amount advanced exceeding \$30,000, UNCDF shall require the Service Provider to submit a bank guarantee or bank cheque payable to UNCDF, in the same amount as the payment advanced by UNCDF to the Service Provider.

	<input type="checkbox"/> Long-Term Agreement ⁴ <input type="checkbox"/> Other Type of Contract
Criteria for Contract Award	<input type="checkbox"/> Lowest Price Quote among technically responsive offers <input checked="" type="checkbox"/> Highest Combined Score (based on the 70% technical offer and 30% price weight distribution) <input checked="" type="checkbox"/> Full acceptance of the UNCDF Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Demonstrated evidence of company experience to date in financial inclusion and agricultural markets. Experience in designing funds, including experience on innovation fund facilities. 20% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30% <input checked="" type="checkbox"/> CVs of the team members that will be working on the project and their expertise in this area and total number of days that will be spent by team members 40% <input checked="" type="checkbox"/> A proposed annotated table of contents for the Fund Facilities Operational Manuals report. 10% <p><u>Financial Proposal (30%)</u></p> <p>To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNCDF.</p>
UNCDF will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider <input type="checkbox"/> One or more Service Providers, 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 Service Providers]</i>
Annexes to this RFP ⁵	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁶ <input checked="" type="checkbox"/> Detailed TOR <i>[optional if this form has been accomplished comprehensively]</i> <input type="checkbox"/> Others ⁷ <i>[pls. specify]</i>

⁴ Minimum of one (1) year period and may be extended up to a maximum of three (3) years subject to satisfactory performance evaluation. This RFP may be used for LTAs if the annual purchases will not exceed \$100,000.00.

⁵ Where the information is available in the web, a URL for the information may simply be provided.

⁶ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁷ A more detailed Terms of Reference in addition to the contents of this RFP may be attached hereto.

Contact Person for Inquiries (Written inquiries only) ⁸	<p><i>Feisal Hussain</i> <i>UNCDF Senior Regional Technical Advisor</i> <i>feisal.hussain@uncdf.org</i></p> <p>Any delay in UNCDF's response shall be not used as a reason for extending the deadline for submission, unless UNCDF determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>
Other Information [pls. specify]	

⁸ 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 received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁹

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery¹⁰)

[insert: Location].

[insert: Date]

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

Dear Sir/Madam:

We, the undersigned, hereby offer to render the following services to UNCDF in conformity with the requirements defined in the RFP dated [specify date] , and all of its attachments, as well as the provisions of the UNCDF General Contract Terms and Conditions :

A. Qualifications of the Service Provider

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

- a) *Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) *Business Licenses – Registration Papers, Tax Payment Certification, etc.*
- c) *Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- d) *Track Record – list of clients for similar services as those required by UNCDF, indicating description of contract scope, contract duration, contract value, contact references;*
- e) *Certificates and Accreditation – including Quality Certificates, Patent Registrations, Environmental Sustainability Certificates, etc.*
- f) *Written Self-Declaration that the company is not in the UN Security Council 1267/1989 List, UN Procurement Division List or Other UN Ineligibility List.*

B. Proposed Methodology for the Completion of Services

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

C. Qualifications of Key Personnel

⁹ This serves as a guide to the Service Provider in preparing the Proposal.

¹⁰ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

If required by the RFP, the Service Provider must provide:

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

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Percentage of Total Price <i>(Weight for payment)</i>	Price <i>(Lump Sum, All Inclusive)</i>
1	Deliverable 1		
2	Deliverable 2		
3		
	Total	100%	

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

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

Description of Activity	Remuneration per Unit of Time	Total Period of Engagement	No. of Personnel	Total Rate
I. Personnel Services				
1. Services from Home Office				
a. Expertise 1				
b. Expertise 2				
2. Services from Field Offices				
a. Expertise 1				
b. Expertise 2				
3. Services from Overseas				
a. Expertise 1				
b. Expertise 2				
II. Out of Pocket Expenses				
1. Travel Costs				
2. Daily Allowance				
3. Communications				
4. Reproduction				
5. Equipment Lease				
6. Others				
III. Other Related Costs				

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

[Designation]

[Date]

General Terms and Conditions for Services

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations 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 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 Contract, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNCDF unless provided by an amendment to this Contract signed by the Contractor and jointly by the UNCDF Authorized Official.



UNITED NATIONS CAPITAL DEVELOPMENT FUND

I. Information

Title: Shaping Inclusive Finance Transformations
Organizational Unit: UNCDF Bangkok

Expected Starting date: December 1st, 2014
Expected duration of assignment: 60 days

II. Organizational Context

The UN Capital Development Fund (UNCDF) is the UN's capital investment agency for the world's 48 least developed countries. It creates new opportunities for poor people and their communities by increasing access to microfinance and investment capital. UNCDF focuses on Africa and the poorest countries of Asia, with a special commitment to countries emerging from conflict or crisis. It provides seed capital – grants and loans – and technical support to help financial service providers reach more poor households and small businesses, and local governments finance the capital investments that will improve poor peoples' lives. Financial inclusion means universal access, at a reasonable cost, to a wide range of financial services, provided by a variety of sound and sustainable institutions. The range of financial services include savings, credit, insurance, payments, local money transfers and international remittances.

Background

The ASEAN region is home to more than 600 million people spread across 10 countries. The region also contains three of the "Next 11" globally significant emerging markets (Indonesia, Philippines and Vietnam). Continued growth and progress in poverty reduction will increasingly result from the determination of the ASEAN countries to promote regional integration and co-operation through the creation and deepening of the ASEAN Economic Community (AEC), which will by 2015 "transform ASEAN into a region with free movement of goods, services, investment, skilled labor, and freer flow of capital".

Despite the dynamism of the region, there are significant contrasts between and within the countries, with three LDCs coexisting with some of the world's largest and most vibrant economies, resulting in 20% of the world's poorest people living alongside some of the world's richest. In addition, income inequality in Asia has risen faster than anywhere else in the world leading to social and income polarization. As ASEAN members achieve greater economic integration and seek to enable all members to equitably contribute to and benefit from a single economic community, so will the necessity of extending the frontiers of financial markets to low-income households, micro-entrepreneurs and small business.

The relatively fragmented supply and distribution landscape and the accompanying dispersion of funding and investment are significant restrictions on the development of essential conditions needed to accelerate development of pro-poor financial markets and financial inclusion.

These essential conditions include:

- a. Development of coherent strategies aimed at pro-poor financial and SME market development.
- b. Adoption of enabling regulation and supervisory arrangements.
- c. Infrastructure and systems to consolidate the industry of technical service providers.
- d. Appropriate financial products and services that have been developed based on market information and an in-depth demand-led analysis.
- e. Trained manpower with transferable skills across segments of the industry within and between countries.

While efforts continue at the national level in each of the ASEAN countries, the ASEAN Economic and Financial Integration process offers an opportunity to reduce the drag imposed by small-scale and fragmented financial systems on economic development and poverty alleviation. In particular a regional process, supported by the SHIFT programme can:

Macro

- Promote consensus and adoption of policy frameworks to promote pro-poor and equitable financial services and greater financial inclusion.
- Encourage replication of best practice in regulation and market support amongst countries in the region.
- Provide a platform to channel learning from other regions to ASEAN leaders and financial inclusion policy makers.

Meso

- Facilitate the sharing of best practice between institutions within the region and other regions, and promote appropriate sub-sector level policies.
- Production of research and statistics to promote awareness and facilitate dialogue on financial inclusion by closely integrating research to policy linkages.

Micro

- Directly support regionally appropriate innovation by financial institutions through appropriate instruments such as innovation and market-interconnection access fund.
- Developing mechanisms and follow on programmes to ensure that pilot approaches are effectively monitored, funded and scaled up to national and regional approaches.

About SHIFT

UNCDF has developed a regional programme called SHIFT (Shaping Inclusive Finance Transformations), with initial funding from the Australian Government and UNCDF own resources. SHIFT programme will contribute to facilitating the transition, by the year 2020, of at least 6 million low-income people and MSEs in the ASEAN region, from using informal financial mechanisms to formally regulated higher-value financial services. To this end, the SHIFT programme will support at least 1 million people to be financially included in the ASEAN region as a result of technical and financial assistance to financial and support service providers in LDCs and lower MICs, namely Cambodia, Laos, Myanmar, Vietnam, Indonesia and the Philippines. Furthermore, a further 5 million

people will be included as a result of better region-wide data, knowledge, policies, training and support services architecture to leverage systematic market development.

As part of the SHIFT programme, UNCDF's strategic programming framework aims to deliver a rapid improvement in the level of financial inclusion through the implementation of two regional technical assistance and funding facilities in LDCs and lower MICs within the ASEAN region. Such facilities aim to increase access to and usage of formally regulated pro-poor financial services for low-income people and Micro and Small Enterprises (MSEs). With entrepreneurs facing constraints in access and availability of suitable financial products, it limits innovations, growth and overall integration of enterprises with regional and global value chains. The constraints faced by women entrepreneurs needs to be assessed and addressed through strengthening and expanding financial markets to be more conducive and accessible for this segment. There is a need to create pro-MSE financial markets by supporting and building capacities of financial service providers to address this issue.

UNCDF proposes to implement the SHIFT programme in two phases. The initial programme development phase (2014-2017) will validate and demonstrate the approach, and lay the foundations for effective programme implementation, followed by a 4-year full-programme rollout phase.

III. Functions/Key Results Expected

A) Objectives of the Assignment

SHIFT seeks the assistance of a service provider to design two regional technical assistance and competitive performance based funding facilities to increase access to and usage of formally regulated pro-poor financial services in the ASEAN region, more specifically Cambodia, Laos, Myanmar, and Vietnam.

The specific objective of each technical assistance and funding facility will be as follows:

- Financial Market-Interconnection and Access Fund Facility: Develop and promote new, replicable and scalable commercial partnerships (i.e. a commercial bank and a MFI network, a financial institution and retail network/post-offices/ mobile network operator), and service delivery models (i.e. branchless/agent banking) that lower the cost of financial intermediation at client and retail levels, thus expanding the scale of access.

- Financial Usage Innovation Facility: Develop and promote highly innovative client acquisition approaches to increase use of formal financial services, at a modest cost, for people that are fully, partially or intermittently excluded. The Innovation Facility will maximize usage within prevailing scales of access (i.e. without necessarily seeking to expand the scale of access).

The above funds are being set up with purpose to catalyse market players in ASEAN countries as well as to create conditions to crowd-in other investors. The funds will also use the gender lens to identify and suggest specific funding areas and mechanisms for women segment. The funds will have a cross-cutting focus on women, and also specific funding themes for promoting women equality and growth as entrepreneurs, consumers and employees. Interventions in financial sector related to access to capital; design and development of women specific products and services; social protection mechanisms; bringing more women led, managed and employed enterprises into the formal sector; empowerment and access through use of technology, etc. will be explored and funds designed accordingly.

Furthermore, the design of such facilities will be complemented with the development of one operational manual for each funding facility. Overall, the fund will be managed as one, but having two windows of funding (inter-connection and usage) which will enable specific fund window based contracting and aligned metrics for effective monitoring and evaluation of the output and outcomes. At this stage of programme commencement, it is planned to have a collective fund size of USD 10mn for Interconnection and Access, and Usage Innovations fund facilities for the duration of the SHIFT programme. Initially the fund will be housed within UNCDF. Based on the fund growth and performance, it is proposed to be hived out by the end of SHIFT programme into a separate SPV/Investment Fund.

B) Scope of Work

The service provider will support UNCDF in the design of the regional technical assistance and funding facilities described under section A. To this end, the service provider will be responsible for delivering the following outputs:

- Output 1: Conduct desk-research of previous financial inclusion related funds implemented within the ASEAN region and elsewhere, with a particular focus on regional funds, to identify main successes as well as lessons learnt that SHIFT could incorporate into its strategic programming.

- Output 2: Undertake market research/consultation in the ASEAN region with managers of similar funding facilities and soliciting feedback from key players and stakeholders already operating in those markets and working with target populations. Gather input more broadly from key players in each country to inform the design (before Output 3 is completed) so that the SHIFT fund augments existing efforts or pave the way for new opportunities/innovations while not distorting the existing marketplace or crowding out existing efforts.

Furthermore, identify potential opportunities in terms of developing new commercial partnerships, service delivery channels, products and services that results in enhanced access and usage of formal financial services. As part of research and opportunity identification, this assignment will explore on how funding will be allocated across countries. Aspects that needs to be looked at will be on whether the funds available be distributed equally across all target countries or will all proposals go to the fund manager and competition for use of funds be across all locations. Similarly, suggestions needs to be given regarding submission for regional/multi-country and cross-border initiatives versus country specific initiatives.

Stakeholder workshops can be organised in countries where UNCDF has dedicated staff (Myanmar and Laos out of CLMV), and in rest of the two countries, have e-based consultations with stakeholders, apart from meeting individually or in small groups during the service provider visit to these countries.

As a result of outputs one and two, a brief synthesis report will be produced and submitted to UNCDF for approval, which will steer the development of the funding facilities. The brief synthesis report would include feasibility of funds, broad directions on fund facilities and provide greater clarity on Usage Innovation funding areas. The consultant needs to work simultaneously on Output 3 and Output 4. It is expected that Output 4 will be completed first and then Output 3 finalised, so that based on bidders responses to the EoI, the learnings can be also incorporated in the operational manuals.

- **Output 3:** Based on the understanding gained from stakeholders and market research on thematic areas on which the fund should focus on, prepare all necessary documents for and launch the first expression of interest for the Financial Usage Innovation Facility.

- **Output 4:** Design both funding facilities outlined under section two along with one operational manual for each facility. These operational manuals will, at least, cover the following areas (indicative list provided):

Introduction:

- ✓ Pro-poor market development approach
- ✓ Key features of funding facilities
- ✓ Lessons learnt from previous funding facilities (executive summary of brief synthesis report)
- ✓ Rationale for the funding facilities being developed.

Design:

- ✓ Establishment and authority
- ✓ Purpose and thematic areas
- ✓ Geographical, sectorial, business enabling environment and gender focus
- ✓ Language and currency
- ✓ Size (fund amount limits per instrument)
- ✓ Duration (institutional age and windows of support/bidding rounds)
- ✓ Guiding principles for funding
- ✓ Minimum eligibility criteria, project assessment criteria and grant award
- ✓ Process from expression of interest to disbursement (Step by step including levels of due diligence and risk assessment)
- ✓ Procurement, Management and Governance
- ✓ Monitoring and Reporting
- ✓ Audit and performance assessment
- ✓ Closure of the fund
- ✓ Resourcing the fund
- ✓ Changes to Manual

Both operational manuals shall be accompanied by all necessary templates for the implementation of both funding facilities. These templates will be presented as an annex, including among others the following:

- ✓ Grant policy
- ✓ Call for EOI
- ✓ EOI, EOI assessment criteria, EOI decision minutes of meeting
- ✓ Application RFP and Forms
- ✓ Pre-application technical assistance
- ✓ Due diligence assessment report
- ✓ IC guidelines
- ✓ Appraisal format
- ✓ Approval format
- ✓ Monitoring and Reporting formats

C. Region Focus The research will largely focus on the ASEAN region, more specifically CLMV countries: Cambodia, Laos, Myanmar and Vietnam. The initial research will also draw on examples and insights of other countries where similar technical assistance and funding facilities have been implemented.	
D. Methodology A desktop review of the existing financial inclusion funding mechanisms, with specific focus in the ASEAN region, qualitative interviews with supply-side providers and other stakeholders, and analysis of the existing data which will feed into the design of both technical assistance and funding facilities.	
E. Payments <ul style="list-style-type: none"> • 20% upon approval of brief synthesis report outlining results from outputs one and two described under section three • 20% upon completion of Expression of interest for the Financial Usage Innovation Facility launched • 60% upon approval of Operational Manual of Financial Market Inter-Connection and Access Fund Facility, and Operational Manual of Financial Usage Innovation Facility 	
IV. Impact of Results <ul style="list-style-type: none"> ▪ This assignment will have impact on UNCDF work on increasing access to and usage of formally regulated financial services in the ASEAN region. 	
V. Competencies	
Corporate Responsibility and Teamwork:	<ul style="list-style-type: none"> • Plans, prioritizes, and delivers tasks on time • Conceptualizes and analyses problems to identify key issues, underlying problems and how they relate to each other • Demonstrates effective written and oral communication skills
Results-Orientation:	<ul style="list-style-type: none"> • Plans and produces quality results to meet established goals • Generates innovative, practical solutions to challenging situations
VI. Recruitment Qualifications	
Education:	<ul style="list-style-type: none"> ▪ Must be a company with a depth of experience in financial inclusion and more specifically in development of financing mechanisms. ▪ Team members to have Master's Degree in Economics, Finance, Investment, Business administration or related discipline.
Experience:	<ul style="list-style-type: none"> • Extensive working experience in financial inclusion, research, and development of financing mechanisms. • Applied experience in Innovation/Enterprise/Challenge funds design. • Experience in ASEAN region related assignments is a plus.
Language Requirements:	<ul style="list-style-type: none"> ▪ English
VI. Application process	

Application deadline October 31st, 2014 *(3pm New York time, EDT)*

Please email one application document that includes:

- Demonstrated evidence of company experience to date in financial inclusion and development of financing mechanisms,
- CV of consultant and/or team members that will be working on the project and their expertise in this area and total number of days that will be spent by team members
- A detailed outline of the methodology
- A proposed annotated table of contents for the deliverables

To: uncdf.procurement@uncdf.org

