



REQUEST FOR PROPOSALS

**External Fund Manager
Shaping Inclusive Finance Transformations and CleanStart
South East Asia**



United Nations Capital Development

August, 2015

Section 1. Letter of Invitation

Bangkok, Thailand
August 26, 2015

Request for Proposal for External Fund Manager

Dear Candidates,

1. The 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

2. You are kindly requested to **submit an acknowledgment letter** to UNCDF to the following address:

United Nations Capital Development Fund
uncdf.procurement@uncdf.org
Attention: UNCDF Procurement Unit, New York

The letter should be received by UNCDF no later than **05 September 2015, COB Eastern Standard Time (New York City, NY USA)**. The same letter should advise whether your company intends to submit a Proposal. If that is not the case, UNCDF would appreciate your indicating the reason, for our records.

3. Your offer comprising a technical proposal and financial proposal, **in separate envelopes** (one outer and **two** inner envelopes) **plus their copies on** CD read-only media as prepared per the Instruction to Proposers, (Section 2, clause 23), should reach the address below via courier/hand delivery **at or before 12:00p.m. US Eastern Time, on Wednesday, 07 October 2015**. Please mark each envelope/CD with the RFP number and project name, and send it to:

Address: United Nations Capital Development Fund (UNCDF)
2 UN Plaza, 26th floor
New York 10017, USA

Attention: Management Support Unit

Marked with -“RFP/UNCDF/MSU/2015 – External Fund Manager - Shaping Inclusive Finance Transformations and CleanStart”

4. To facilitate electronic proposals submission, you may choose to submit your proposal by e-mail to **uncdf.procurement@uncdf.org**. Please refer to Data Sheet DS 23 enclosed in Instructions to Proposers Section 2 for detailed instructions on electronic submissions.
 5. 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**.
 6. 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.
7. Proposed RFP timeline

RFP Timetable Activity	Deadlines
Publication on UNDP and other specialized websites	26 August 2015
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.	05 September 2015
Deadline for submission of Questions	13 September 2015
Pre-proposal conference	17 September 2015
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 20th September 2015 .
Deadline for submission of proposals	07 October 2015
Evaluation of the proposals & Approval	Estimated 8-10 weeks duration

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

Yours sincerely,

Henri Dommel, Director, Inclusive Finance

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.
- 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.undp.org/content/dam/undp/library/corporate/Transparency/UNDP_Anti_Fraud_Policy_English_FINAL_june_2011.pdf and <http://www.undp.org/content/undp/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 on the outside as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each envelope 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 The evaluation 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 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:

Rating the Technical Proposal (TP):

$$\text{TP Rating} = (\text{Total Score Obtained by the Offer} / \text{Max. Obtainable Score for TP}) \times 100$$

Rating the Financial Proposal (FP):

$$\text{FP Rating} = (\text{Lowest Priced Offer} / \text{Price of the Offer Being Reviewed}) \times 100$$

Total Combined Score:

$$\begin{aligned} & (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ & + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \\ & \hline & \text{Total Combined and Final Rating of the Proposal} \end{aligned}$$

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, Reparable 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/undp/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 :	Shaping Inclusive Finance Transformations and CleanStart
2		Title of Services/Work:	External Fund Manager
3		Country / Region of Work Location:	South East Asia
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	<p>A pre-proposal conference if needed will be held on:</p> <p>All the questions for the pre-proposal conference should be submitted to uncdf.procurement@uncdf.org Not later than 13 September 2015</p>	<p>Time: 19:00 Bangkok time Date: 9/17/2015 17 September 2015 Venue: Will be communicated directly to those offerors submitting questions or those who expressed the intention to bid.</p> <p>The UNCDF focal point for the arrangement is: Mr. Valentin Gonzalez Address: UNCDF, NY Telephone: 212 906 6317 Facsimile: _____ E-mail: valentin.gonzalez@uncdf.org</p>
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	<p>N/A</p> <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 type="checkbox"/> Others [pls. specify]
11	B.9.5 C.15.4 a)	Validity of Proposal Security	<p>N/A</p> <p>[indicate no. of days, but minimum of 90] days from the last day of Proposal submission.</p> <p>Proposal Security of unsuccessful Proposers shall be returned.</p>
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

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

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 : _____ 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	13 September 2015
17	B.10.1	Contact Details for submitting clarifications/questions ⁵	Focal Person in UNCDF: Mrs. Akku Sansyzbayeva-Saha, Procurement Associate by email: akku.sansyzbayevasaha@uncdf.org and cc to Mr. Valentin Gonzalez, Operations Specialist by email: valentin.gonzalez@uncdf.org All questions should be submitted to the below addresses: Physical address: UNCDF, Two United Nations Plaza, 26 th Floor, New York, NY – 10017, USA Fax No. :+1-212-906-6479 Or E-mail address dedicated for this purpose: uncdf.procurement@uncdf.org

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.

18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	<input type="checkbox"/> Direct communication to prospective Proposers by email or fax <input checked="" type="checkbox"/> Direct communication to prospective Proposers by email or fax, and Posting on the website ⁶ http://procurement-notice.undp.org/ Please note that responses to technical questions from prospective offerors will be answered directly by the SHIFT technical team, UNCDF.
19	D.23.3	No. of copies of Proposal that must be submitted [if transmitted by courier]	Original : 1 Copies: 1, Electronic copy also to be submitted on flash drive / CD read-only media PDF format protected by password. Separate flash drives / CD read-only media for technical and financial proposals.
20	D.23.1 D.23.2 D.24	Proposal Submission Address	<u>Address:</u> UNCDF, 2 UN Plaza, 26 th Floor, New York, NY – 10017, USA Attention: Maxime Allonce, Procurement Associate
21	C.21 D.24	Deadline of Submission	Date and Time : 07 October October 7, 2015 12:00 AM <i>Eastern Standard Time (NY Time)</i>
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid ⁷
23	D.23.2 D.26	Conditions and Procedures for electronic submission and opening, if allowed	<input checked="" type="checkbox"/> Official Address for e-submission: uncdf.procurement@uncdf.org <input checked="" type="checkbox"/> Free from virus and corrupted files <input checked="" type="checkbox"/> Format : PDF files only, password protected <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 <input checked="" type="checkbox"/> Max. File Size per email transmission: <i>8MB</i> <input checked="" type="checkbox"/> Max. No. of transmission : <i>unlimited</i> <input checked="" type="checkbox"/> No. of copies to be transmitted : <i>1</i>

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 be enforced to ensure confidentiality and integrity of contents.

			<p> <input type="checkbox"/> Mandatory subject of email : RFP/UNCDF/MSU/2015 – External Fund Manager - Shaping Inclusive Finance Transformations and CleanStart <input checked="" type="checkbox"/> Virus Scanning Software to be Used prior to transmission: <i>[specify]</i> <input type="checkbox"/> Digital Certification/Signature: <i>[specify]</i> <input checked="" type="checkbox"/> Time Zone to be Recognized: <i>EST NY</i> <input type="checkbox"/> Other conditions: <i>[pls. specify]</i> 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 or more 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/MSU/2015 – External Fund Manager - Shaping Inclusive Finance Transformations and CleanStart <u>and in a separate email or envelope</u></p> <p>“Financial proposal - RFP/UNCDF/MSU/2015 – External Fund Manager - Shaping Inclusive Finance Transformations and CleanStart - <u>DO NOT OPEN</u>”</p> <p>To secure your <u>financial offer</u> please SET-UP A PASSWORD for the <u>Financial Proposal</u> which will be requested as follows:</p> <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>
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			<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, <u>the size of each e-mail should not exceed eight megabytes (8 MB).</u> 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 9, 2015 12:00 AM</p> <p>Venue: UNCDF, New York office. 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, respectively, where the minimum passing score of technical proposal is 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 (20) pages, including printed brochures and product catalogues relevant to the goods/services being procured</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past <i>[three years]</i></p>

			<input checked="" type="checkbox"/> List of Bank References (Name of Bank, Location, Contact Person and Contact Details) <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value for the past 3 years (2012,2013,2014) <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Quality Certificate (e.g., ISO, etc.) and/or other similar certificates, accreditations, awards and citations received by the Bidder, if any <input checked="" type="checkbox"/> All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded.
27		Other documents that may be Submitted to Establish Eligibility	<i>List of available personnel and curriculum vitae</i>
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 12</i>)	<i>Please refer to Section 6: Technical Proposal Form</i>
29	C.15.2	Latest Expected date for commencement of Contract	<i>December 1, 2015</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	From November 2015 to November 2020 Review and decision on renewal in 2017, for next phase of contract till November 2020.
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:
32	E.28	Preliminary Examination of Proposals	Memo to Proposers (<u>Examples of Bid Rejection</u>) Proposals have been rejected at the submission stage or found to be technically noncompliant due to errors in presentation and failure to follow bidding instructions. Below are some of the more common examples of why

			<p>proposals are rejected by UNDP. Proposers are urged to read this before submission and to check that their proposal conforms to each of these points and the instructions as noted in the bidding documents.</p> <ul style="list-style-type: none"> • Proposal is submitted <u>after</u> the deadline for submission, either by hand or electronically. Emailed proposals sent just before the deadline may arrive after the deadline and be rejected. Therefore, make sure to submit your proposals beforehand. • Proposal <u>not</u> submitted to correct physical or electronic address. Note that the address for proposal submission is different to the address for bid questions. • Proposal is submitted as a single package, without separating technical and financial proposal (including CDs). • Proposal is <u>not</u> signed as per the instructions in the RFP. • <u>Not</u> all sufficient documents have been provided. • Documents provided are <u>not</u> in English. • Documents provided do <u>not</u> directly address each point of the evaluation criteria. • Proposal is more like a brochure for the firm without specifically addressing the specific evaluation criteria of the RFP and TOR. • Proposal does <u>not</u> offer goods or services which have been specifically requested by UNDP in the Terms of Reference. • Failure to enclose the Proposal Submission Form (see Section 4). • The Proposer failed to consult the UNDP website before the deadline for bid submission and did not see the changes to the RFP/TOR listed there which need to be incorporated in the proposal. • The Proposer failed to read the minutes of the Proposers conference and to include the relevant points in their proposal. • The Proposer declines or proposes a major deviation to UNDP General Conditions of Contract (see Section 8). • Proposal contains viruses and/or corrupted files. The Proposers should ensure that submitted
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			<p>proposals DO NOT contain viruses and/or corrupted files. Such proposals will be rejected.</p> <p>The above examples illustrate some errors which may be made by Proposers. The bidding documents contain the full list of instructions relevant to each particular bid and should be followed carefully.</p>
33	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	(See Tables below)
34	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"/> Inquiry and reference checking with Government entities with jurisdiction on the bidder, or any other entity that may have done business with the bidder; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed; <input type="checkbox"/> Physical inspection of the bidder's plant, factory, branches or other places where business transpires, with or without notice to the bidder; <input checked="" type="checkbox"/> Testing and sampling of completed goods similar to the requirements of UNDP, where available; and <input type="checkbox"/> Others
35		Conditions for Determining Contract Effectivity	N/A <input type="checkbox"/> UNCDF's receipt of Performance Bond <input type="checkbox"/> UNCDF's receipt of Professional Indemnity Insurance <input type="checkbox"/> Others <i>[click here to specify]</i> .
		Other Information Related to the RFP ⁸	<i>[All other instructions and information not yet mentioned so far in this Data Sheet but are relevant to the RFP must be cited here, and any further entries that may be added below this table row]</i>

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

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	Expertise of Firm / Organization	35%	350
2.	Proposed Methodology, Approach and Implementation Plan	30%	300
3.	Management Structure and Key Personnel	35%	350
Total			1000

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm/Organization		
1.1	Reputation of Organization and Staff / Credibility / Reliability / Industry Standing	50
1.2	General Organizational Capability which is likely to affect implementation <ul style="list-style-type: none"> - Financial stability - loose consortium, holding company or one firm - age/size of the firm - strength of project management support - strength of sector level networking and collaboration capacities - project management controls 	90
1.3	Extent to which any work would be subcontracted (subcontracting carries additional risks which may affect project implementation, but properly done it offers a chance to access specialized skills.)	35
1.4	Quality assurance procedures and mechanism, guarantee provided by the firm	25
1.5	Relevance of: <ul style="list-style-type: none"> - Specialist Knowledge - Experience on Similar Programme / Projects - Experience on working in South East Asia - stakeholder networking expertise - Capacity of proposer to offer the services as mentioned in the TORs Work for UNCDF/ major multilateral/ or bilateral programmes	150
		350

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan		
2.1	To what degree does the Proposer understand the task?	30
2.2	Have the important aspects of the task been addressed in sufficient detail?	25
2.3	Has the proposer acknowledged and addressed the key challenges to accomplishing the task?	20
2.4	Has the proposer suggested any innovation in delivering the services that are able to deliver value for money to UNCDF?	50
2.5	Is the conceptual framework adopted appropriate for the task?	45
2.6	Is the scope of task well defined and does it correspond to the TOR?	80

2.7	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation to the project?	50
		300

Technical Proposal Evaluation Form 3			Points Obtainable
Management Structure and Key Personnel			
3.1	Qualification of International Senior Analyst		180
		Sub-Score	
	General Qualification	180	
	Suitability for the Project		
	- International Experience	20	
	- Experience in engaging with private sector to deliver social impact	25	
	- Professional Experience in the area of specialization	20	
	- Knowledge of the region (South-east Asia)	25	
	- Relevance of experience to ToR	25	
	- Direct experience on fund pipeline development	25	
	- Proven ability to engage with senior level stakeholders representing financial institutions, investors, technical service providers and donors.	20	
	- Proven ability on market scoping, strategy development, planning and monitoring for private sector development / financial sector development programmes	20	
		180	
3.2	Qualification for Analysts		100
		Sub-Score	
	General Qualification	100	
	Suitability for the Project		
	- International Experience	10	
	- Professional Experience in the area of specialization	10	
	- Knowledge of the region (South East Asia)	20	
	- Relevance of experience to ToR	15	
	- Direct experience in due diligence of financial institutions and MSMEs.	20	
	- Proven ability to engage with financial institutions and technical service providers	15	
	- Proven ability on development of reports, tools, and manuals.	10	
		100	
3.3	Qualification for Junior Analysts		50
		Sub-Score	
	General Qualification	50	
	Suitability for the Project		
	- Evidence of research capability	10	

	- Monitoring and Evaluation experience	10		
	- Professional Experience in the area of specialization	15		
	- Proven ability to read financial statements and undertake assessments	10		
	- Evidence of development of reports, tools, manuals	5		
			50	
3.4	Management structure proposed for the tasks outlined and relevant skills and expertise in the firm for ensuring deliverables are achieved			20
	Total Part 3			350

Section 3: Terms of Reference (TOR)⁹

A. *Shaping Inclusive Finance Transformations and CleanStart*

UN Capital Development Fund (UNCDF) and Inclusive Finance

UNCDF provides investment capital and technical support to both the public and the private sector. It provides capital financing - in the forms of grants, soft loans and credit enhancement – and the technical expertise to unleash sustainable financing at the local level.

UNCDF's work on inclusive finance seeks to develop inclusive financial systems and ensure that a range of financial products is available to all segments of society, including low income men and women, at a reasonable cost, and on a sustainable basis. UNCDF supports a wide range of providers (e.g. microfinance institutions, banks, cooperatives, money transfer companies) and a variety of financial products and services (e.g. savings, credit, insurance, payments, and remittances). UNCDF also supports newer delivery channels (e.g. mobile phone networks) that offer tremendous potential for scale.

Shaping Inclusive Finance Transformations (SHIFT) Programme

The ASEAN region is home to more than 600 million people spread across 10 countries. 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 labour, 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. 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.

SHIFT is a regional programme that aims to transition, by the year 2020, at least six million low-income people from using informal financial mechanisms to formal financial services to invest in economic opportunities and manage risks in the ASEAN region, with a particular focus on: Cambodia, Lao PDR, Myanmar and Viet Nam countries (CLMV). It is envisioned that SHIFT will deliver a rapid improvement in the level of financial inclusion as a means of reducing poverty and vulnerability in the region, through the combination of direct impact interventions and market transformation interventions. Direct impact interventions are expected to contribute to at least 1 million people accessing and using regulated financial services as a result of technical and financial assistance to financial and support service providers. Market transformational interventions are expected to contribute to an additional 5 million people accessing and using regulated financial services by the end of the programme, as a result of improved data and knowledge, better investment climate, and targeted policies to accelerate financial inclusion, and more capable and mobile human resources.

SHIFT seeks to change the behavior of financial institutions and the broader ecosystem of financial services providers, in order to respond to excluded groups, especially women and SMEs led by or primarily employing or serving women. However, behavior change can be challenging, due to socioeconomic and cultural norms. The programme strategically contributes to understanding the constraints that prevent the delivery and use of financial services, and contribute to the broader transformation of the financial market to allow larger numbers of people and businesses to benefit from and contribute to the delivery and use of financial services.

CleanStart Programme

CleanStart was launched as a global programme in 2012. The CleanStart Programme's vision is to dramatically expand consumer financing for low-income consumers who want to transition to cleaner and more efficient energy. To make this happen it partners with microfinance institutions and energy enterprises – offering seed capital and advice – to test scalable financing solutions in varying market conditions.

CleanStart was first launched at the country-level in Nepal and Uganda, and will focus its new activities on Ethiopia, Cambodia (and another country in Asia or Africa). As a global programme, CleanStart aims to support low-income men and women consumers in six countries to transition to cleaner and more efficient energy through microfinance by 2017. The programme is designed to provide risk capital and technical assistance to competitively selected financial service providers and energy enterprises to:

- Develop and refine scalable consumer financing models, including those which expand access or beneficial impact for women (Output 1: Finance for Clean Energy);
- Increase the 'scale' potential of these models by tackling critical bottlenecks in the value chain (e.g. distribution, consumer awareness) (Output 2: Technical Assistance for Clean Energy);
- Make research and tools generated in the process widely available to the industry, including those which expand access or beneficial impact for women (Output 3: Global Knowledge and Learning);
- Advocate for positive industry-wide changes and broker partnerships with upstream value chain actors (e.g. investors, policy makers) (Output 4: Advocacy and Partnerships)
- CleanStart encourages the brokering of risk-sharing partnerships between downstream as well as upstream value chain actors, as well as de-risking some investment opportunities. In so doing, CleanStart is supporting a range of enterprises beyond microfinance institutions, and promoting financing solutions that go beyond credit for energy.

Though there has been unprecedented investments in the renewable energy sector, the investment gap remains high and is widening. Investigating the issues and opportunities specific to financing of the off-grid lighting sector – found that investors offered the least funds during the seed period of the life of a new company; this experience is shared in other technology classes. This lack of seed funding presents a challenge to start-up companies in the industry. There is an absence of an organized approach to creating deal flow for the capital that is beginning to assemble upstream for energy access.

There is a need to invest in provision of grant capital and capacity strengthening to support the development of financially viable enterprises in the small-scale sector, either in the early or scale-up stages. There is a need to focus on solving the barrier to market growth related to affordability of products at the consumer end. The private sector needs to be catalyzed in the provision of basic energy services to underserved communities through end-user financing. New partnerships need to be fostered between energy enterprises, distribution channels and financial service providers for energy lending; and strengthen the capabilities of energy enterprises and financial service providers to provide end-user finance for clean energy.

B. Project Description – Fund Facility

The profiles of the financial sectors have changed markedly over the last few decades as they have emerged from planned economies, and are expected to evolve further and more rapidly in the context of wider economic transition processes. A modest number of more progressive banks and financial institutions are emerging that understand the need to explore these underserved markets.

Despite this, for all suppliers of financial services, the fixed and operational cost of working with the financially excluded (including but not limited to women, micro-enterprises or SMEs) tends to be high, which, when combined with major information asymmetries and the low and risky returns available, leads to an under-supply of financial services. Serving these markets therefore requires new approaches, which is what the Fund Facility can serve to catalyse. These new approaches can include forms of technology transfer, developing new products and services and utilising new business models generally. What is required is not necessarily innovation in its classic sense, but simply new ways of doing things in the financial markets.

If this innovation is successfully applied, it holds the potential for demonstration, replication and wider systemic impact. The Fund Facility will therefore stimulate innovations to support greater access and new products for the financially excluded in the region by specifically targeting and focusing on:

- Greater financial access (for accessing products and services that overall enhances livelihood) for economically and socially marginalized populations, particularly focusing on: women, poor, rural and remote populations where poverty is more entrenched, and conventional banking services are poorly provided, if at all; and MSMEs, particularly those at the micro and small end, and those that employ and serve women and economically marginalized populations.
- Combatting account dormancy by moving access to usage through focusing on product design (ensuring that people want to use the product as it solves a problem in their real lives) or financial literacy (ensuring that people know how and why to use the product).
- Changing financial institutions' product mix by providing more of the savings, payments and insurance services that are both more demanded and more needed by target populations
- Developing systems to lower the risk of over-indebtedness
- Encouraging a regional approach at the core.

The main instrument for the Fund Facility will be the Challenge Fund. The challenge fund instrument is designed to leverage the creative power and commercial instincts of financial service providers to overcome the risks of operating in markets where the policy environments may be weak, infrastructure poor and the profits uncertain to risk purely commercial capital outlays to test new business models and products to improve financial inclusion. Furthermore, the perceived risks are often also high, due to information asymmetries. Whereas developed countries are well served with information on virtually all financial market segments, the low income countries are not, particularly not on the lower market segments. Inaccurate perceptions of risk and reward, therefore often deter financial sector providers from engaging with these low income men and women customers.

Thus the challenge fund, through the provision of competitively sourced matching grants, can overcome market failures that would otherwise prevent a grantee from making an initial investment, either from the cost of information discovery, costs of mitigating risks or simple lack of available funding.

The fund facility aims to reach about 800,000 beneficiaries (65 percent women) by the year 2020. This target specifically focuses on women due to SHIFT's preliminary scoping which found the significant influence women's purchasing decisions have on the ASEAN market, the development of new social trends increasing the demand for financial services (e.g. women mobility) and the SHIFT baseline assessment of the market which has further confirmed the demand for and value-addition of focusing on women's economic empowerment. This fund facility would be covering countries in ASEAN (with focus on CLMV).

The Challenge Fund will have the overall objective of furthering financial inclusion. Funding will be distributed through a number of different windows. Each of these windows will relate to a certain challenge – a form of request for proposals that places the burden of innovation on the bidder and promotes competition among applicants. Windows will be opened and closed at periodic intervals through the lifecycle of the Fund Facility, with specific challenges drafted closer to the opening of the window by the Fund facility team.

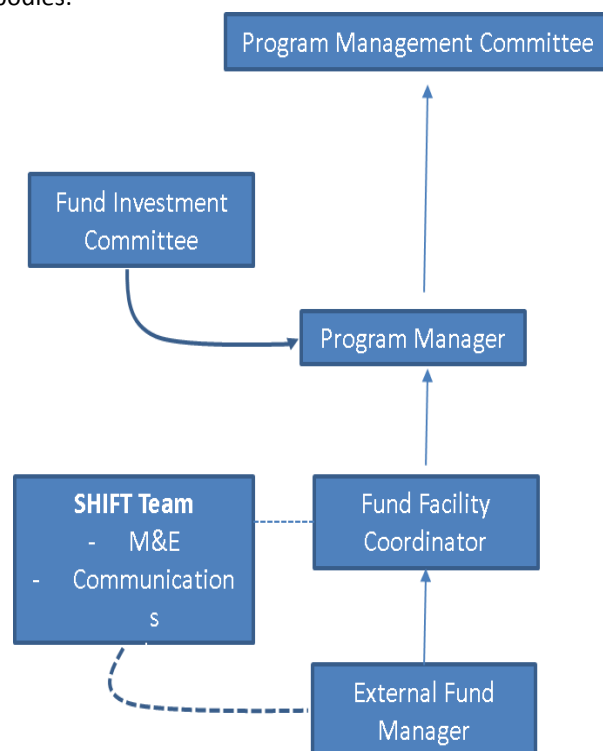
The Fund Facility would seek, rather like private equity investors do, to place as much emphasis on the exit route of the grant funding as with the point of entry. In order to assist grant recipients with this exit route 'strategy' the Fund

facility team will establish connections with suitable private equity, venture capital, impact investors, angel networks, business incubators and other sources of commercial funding (including strategic investors from the financial industry). The objective would be that once the fund's grant-funding is completed, the recipient could then transition to a commercial source of funds (whether that be debt or equity based, or a mix of both), so as to further develop the business. Thus, the Fund would be seeking to create a network of commercial funding relationships, from which a greater 'deal flow' may then transpire.

SHIFT Challenge Fund Management and Governance Structure

The governance system for the Fund Facility will comprise three distinct bodies:

- **The SHIFT Programme Management Committee (PMC)**, which will have overall responsibility for the strategic management of the Fund Facility, as well protecting the money committed. The PMC will be composed of representatives from beneficiaries, donors/ service providers and chaired by the UNCDF Director of the Financial Inclusion Practice Area (FIPA). The PMC will be the final authority to review and approve the grantees of the Challenge Fund.
- **The Fund Investment Committee (IC)** will be independent of the External Fund Manager, and tasked solely to review applications received through the EOI and full proposal processes, and to make recommendations as to which proposals should be presented to the SHIFT PMC for their review and approval. The members of the committee will be selected as individuals, not selected on the basis of an organisation. The precise composition of the IC will be agreed by the PMC.
- The **External Fund Manager (EFM)** will be responsible for supporting the SHIFT Programme Manager and SHIFT Fund Facility Coordinator on the day-to-day management of the Fund Facility, as well as interacting with all applicants and recipients. Supporting documents for contracting of grantees, including the milestones and results chain, will be negotiated and agreed by the External Fund Manager and SHIFT Fund Facility Coordinator, based on guidance by and in conformity with the recommendations of the IC and PMC.



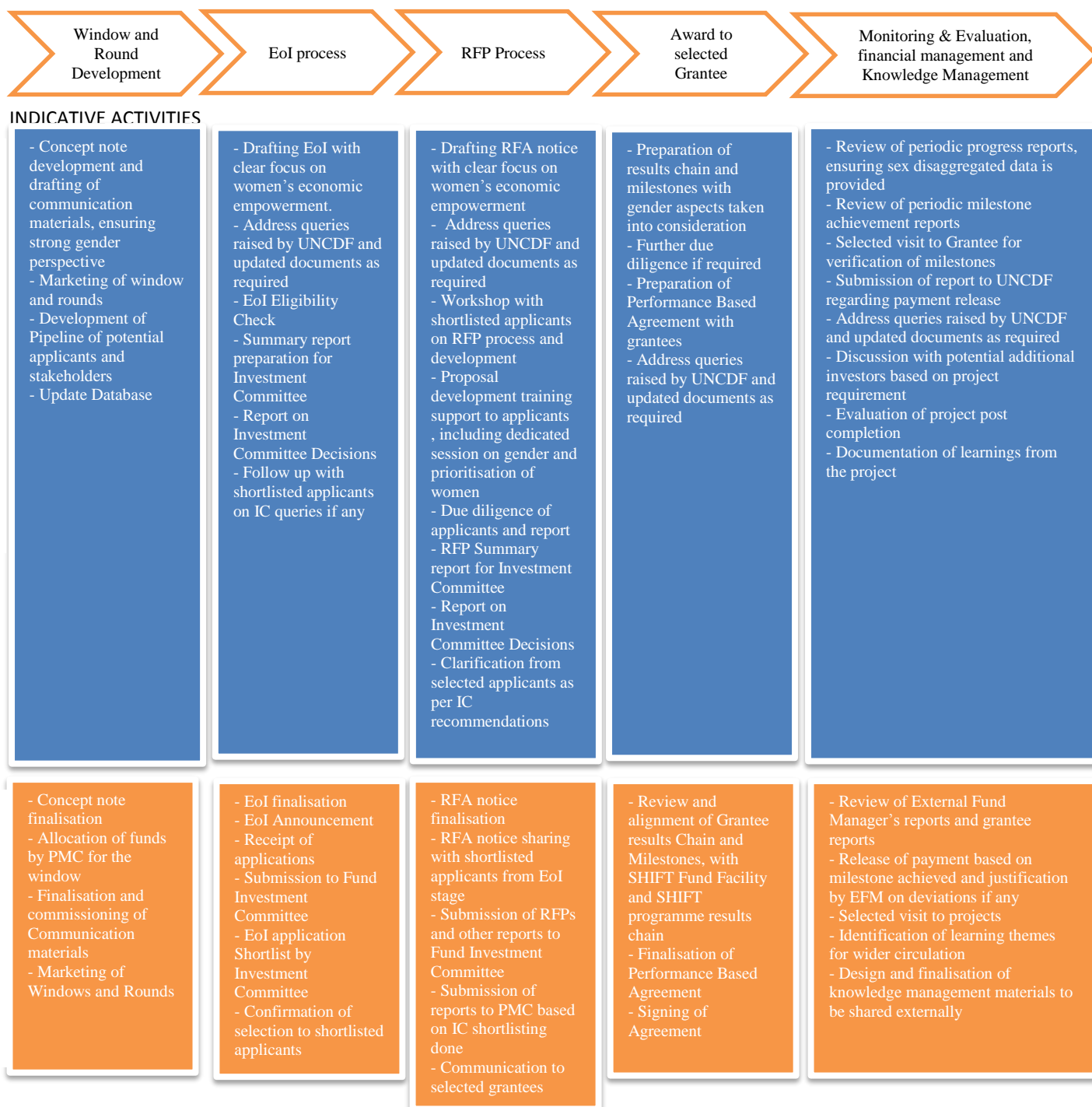
Capital: The start-up capital for the SHIFT and CleanStart is US\$ 2.6 million. It is expected that additional capital will be sourced with a projected total fund size of US\$10 million for SHIFT and US\$ 2 million for Clean Start. Several funding rounds are proposed, hence the number of grantees will gradually increase over the years, and it is estimated to cover around 20 grantees minimum by the end of the programme.

Each round under selected window is estimated to be minimum of USD 1mn. It is proposed that the minimum co-matching grant provided to each project will be USD 150,000 and maximum USD 750,000. At present there are two windows with each having one round finalized. The first window, first round is being launched in September 2015, and the second window, first round EOI is scheduled to be announced in October 2015. With the available capital, a third window, first round may be launched in February 2016.

Lifespan and phases: The projected lifespan of the Fund is five years. The fund facility will be fully operational by end of 2015. The External Fund Manager services will be contracted in two phases: (1) the initial start-up and early implementation phase will last for 2 years and will entail set-up as well as the making of investments (2015 – 2017);

(2) the second phase of three years (2018 – 2020) will focus on monitoring implementation, winding down, learning and dissemination, support in brokering partnerships with the Fund Facility Coordinator. Should the Fund become more sustainable due to additional funding, the SHIFT Project Management Committee may decide to extend the lifetime of the Fund.

The SHIFT Challenge Fund Process



Terms of reference: This TOR relates to the entire programme and both phases. Although the successful applicant will be contracted for both phases, the Programme Management Committee (PMC) will have the option to terminate the external fund manager agreement at the end of phase 1. Six months prior to the completion of phase 1, the PMC will consider the performance of the External Fund Manager with a view to either terminate the contract of the External Fund Manager and put out a new tender for phase 2, or allow the External Fund Manager to continue with the contract. Should the PMC decide to terminate the contract and issue a new tender for phase 2, the phase 1 External Fund Manager will be required to continue its fund management activities until the new External Fund Manager is appointed.

The SHIFT Programme Manager and Fund Facility Coordinator, will be the main responsible for the Fund Facility, supported by the programme level output coordinators, an M&E and Learning expert and national level experts. The Fund Facility Coordinator will also manage the relationship with and performance of the technical experts, in the form of an External Fund Manager.

The fund facility will be directly managed by UNCDF, and the External Fund Manager will be involved primarily in fund pipeline development, developing stakeholder collaborations for ensuring technical service provision and investments required by the grantee, due diligence of grantees, monitoring and reporting functions.

Principles Guiding Implementation

Challenge funds enable the public sector to effectively engage with the private sector to achieve mutual objectives in open, fair and consistent ways. The principles to be followed by the External Fund Manager in implementing the Fund Facility is as follows:

- **Demand Driven:** The Fund Facility will be demand-driven and will harness private sector initiative and implementation capacity to achieve outcomes that deliver financial inclusion to poor women, and Micro and Small Enterprises throughout its core countries of Cambodia, Laos, Myanmar, and Vietnam (CLMV). The Fund Facility will not implement projects in its own right.
- **A mix of Innovation and Scaling:** Fund Facility funded projects must illustrate innovation and / or scaling approaches and ideas that have been attempted in other countries, sectors or within the CLMV focused on financial inclusion or energy financing.
- **Additionality:** The Fund Facility only funds projects where the risk is considered too high to attract private sector funding (i.e. the projects would not have realised without a public investment trigger).
- **Risk sharing:** The Fund Facility shares risk with private firms. Grantees must make matching contributions to projects funded by SHIFT and/or Clean Start. This will serve to maximise resource mobilisation and applicant commitment to successful implementation.
- **Competition:** Fund Facility grants will be put in the public domain to ensure that all eligible organisations have equal chance to compete for the available funds. Applicant firms compete for funding in multiple funding rounds, against fixed deadlines. Funding is allocated by a Fund Investment Committee.
- **Portfolio approach:** In sourcing applications and awarding grants the External Fund Manager, the Fund Facility Coordinator and Fund Investment Committee will seek to build a portfolio of investments which are diversified in terms of risk, geographical distribution, sector distribution, and market impact;

C. Scope of Services, Expected Outputs and Target Completion

The External Fund Manager will be responsible for delivering the following:

Pre-launch activities

- Promote, inform and demonstrate the merits of the fund to potential grantees.
- Organize targeted workshops with potential grantees to improve the eligibility and quality of applications.
- Develop and manage potential grantees pipeline
- Marketing the fund to range of stakeholders at the country, regional and if required at the global level through a process of engagement throughout the application process; integrating gender equity considerations and articulate a strategy if special efforts are needed to achieve equitable or preferential targets.
- Market Scoping, identification and recommendations on thematic areas for the fund windows
- Develop a pipeline of potential proposals for funding from the fund facilities which will require significant levels of direct engagement with potential applicants
- Conduct analyses of possible connections with suitable private equity, venture capital, impact investors, angel networks and other sources of commercial funding, in order to assist grant recipients to scale up their successful innovative ideas;
- Identify opportunities for development of key strategic and technical partnerships to make projects successful and to take successful approaches to scale.
- Wherever required, identify opportunities and need for brokering partnerships for making applicant's project ideas successful.

Fund Implementation

- Setting the initial parameters of each challenge window and round, enabling EOI launch and solicitation of initial project concepts, , in each challenge window and round;
- Summarising eligibility of applications in the Eoi phase and summary report submission for the purpose of Fund Investment Committee members.
- Develop Request for Application (RFA) and facilitate launch for soliciting detailed proposals
- Eligibility screening, discussions with potential grantee, and summary report submission for the purpose of Fund Investment Committee members (after RFA).
- Provide assistance to potential grantees to improve their proposals and provide guidance where necessary to broker partnerships with commercial funders as they complete their grant.
- Manage queries from stakeholders related to fund facilities and its processes
- Ensure that Fund activities and products are gender equitable, and highlight where appropriate strategies to ensure that this gender component of the SHIFT portfolio of projects is enhanced;
- Initiate and manage collaborations, partnerships between potential grantees to meet the objectives of the fund facilities.
- Engagement with potential grantees, and development of due diligence reports comprising technical, regulatory, institutional, financial and on-field verification aspects (as required), for submission to the Fund Investment Committee
- Working with grantees at the contracting stage to develop "logic models" to understand how successful business models should work in practice, and agreeing with applicants milestones which will trigger grant disbursements
- Assist pre-grant negotiations with selected grantees
- Based on careful consideration and were appropriate, and without creating dependency or moral hazard, provide backstopping support to enable grantees to resolve problems related to milestone implementation
- If business models are failing, or grantees are unable to achieve their milestones propose either corrective action or the reasons for termination of the grant.
- Assist selected partners in identifying opportunities with others, including recommending or fostering strategic, financing or technical partnerships, and encourage public and private sector engagements;
- Crowd-in investors and partnerships for scaling up grantee projects as part of exit strategy

Reporting, Monitoring and Evaluation, and Knowledge Management

- Develop processes, tools or systems to support the collection of data (including gender disaggregated)

- related to partner's performance, including indicators and lessons learned;
- Emphasize to FSP/TSP and enterprise partners the importance of results measurement, and customize the system to make it useful to improve buy-in from the partners, and so increase the reliability of the results reported;
- Identify tools and processes to measure impact of activities implemented with investments from the Challenge Fund;
- Define indicators of change designed to measure social, environmental, and financial performance, evaluate deals, and increase the credibility of the impact investing industry; ensuring all indicator data gathered is gender disaggregated;
- Periodic progress reports – for each grantees, rounds or 'windows'. Reports may vary from monthly, quarterly, half-yearly and annually based on requirements
- Ensure the Monitoring and Evaluation system incorporates gender considerations and sex disaggregated data, including specific reporting on gender challenges and achievements;
- Provide specific milestone reports related to performance achievement verification for tranche release to grantees
- Undertake field validation to assess performance of grantees
- Develop closure report for each funding facility and 'windows'
- Documentation of progress, performance, lessons learnt (e.g. fund management processes, at level of individual projects, at aggregate level through portfolio analysis etc.) and overall knowledge sharing aspects for wider dissemination

Other Responsibilities:

- Revision of Operational manual and detailing of technical aspects, updating and additions of formats and templates, as required from time to time
- Assist Fund Coordinator in developing annual work plans and overall fund plans
- Conducting periodic stakeholder analysis to target key audiences and for consultation.

Some of the key deliverables include the following:

Pre-launch:

- Promotional material content
- Stakeholder engagement report
- Scoping mission reports
- Potential Grantee pipeline

Fund Implementation:

- Due diligence reports
- Technical Assistance report for grantees
- EoI, RFA development (tools, processes, format) and summary report
- Grantee agreement drafts with reporting specifications
- Specific grantee performance reports
- Ensure that Fund Activities and products are gender equitable, and highlight the programme's specific priorities
- Report on investors crowded in as per grantee financial requirements

Reporting, Monitoring and Evaluation, and Knowledge Management:

- Grantee performance monitoring report with sex disaggregated data
- Periodic progress reports for grantees and each windows with sex disaggregated information represented
- Ensure the Monitoring and Evaluation system incorporates gender considerations
- Field validation/monitoring and closure reports detailing out gender related progress and performance
- Fund process assessment and lessons learnt reports detailing out gender related achievements and issues

E. Institutional Arrangement

The SHIFT Programme Manager and Fund Facility Coordinator, will be the main responsible for the Fund Facility, supported by the programme level output coordinators, an M&E and Learning expert and national level experts. The Fund Facility Coordinator will manage the relationship with the External Fund Manager.

The External Fund Manager will report to the Fund Facility Coordinator and seek verification and approval on deliverables achieved. The Fund Facility Coordination will obtain certificate of acceptance of output (of the External Fund Manager) from the SHIFT Programme Manager.

With the level of work involved in ensuring successful grantee outreach and project implementation, there is a need to work closely and discuss the progress and issues with the Fund Facility Coordinator at regular intervals. It is proposed that the Fund Facility Coordinator will have weekly calls with the External Fund Manager team, and in-person quarterly meetings, apart from progress reports being submitted by the External Fund Manager on monthly, quarterly, half-yearly and annual basis. The External Fund Manager would also be asked to participate as a special invitee in the Fund Investment Committee and Programme Management Committee meetings for providing technical inputs while the fund facility progress is being presented by SHIFT team.

The External Fund Manager needs to be in contact and liaise closely with financial institutions, NGOs and CBOs, INGOs, companies, and technical service providers to ensure that adequate pipeline is developed for funding. The External Fund Manager in close coordination with the Fund Facility Coordinator, the SHIFT Deputy Program Manager and SHIFT Program Manager will contact and liaise with specific investors and donors to promote and facilitate grantee financial requirements for making the project and institution sustainable.

There is no direct provision of any facility related to service and logistic support by UNCDF. The External Fund Manager should plan to meet these costs including other related office costs for undertaking the tasks mentioned in the ToR and budget for in the financial proposal.

F. Duration of the Work

It is proposed to have External Fund Manager recruited initial for a two year period, renewable for a second phase of three years based on satisfactory performance and achievement of deliverables. For each year specific deliverables will be outlined and agreed upon and specific contracting done with the selected External Fund Manager.

G. Location of Work

The External Fund Manager must have presence of one of its team members in Bangkok + one of the four countries of the focus ASEAN countries (Cambodia, Lao PDR, Myanmar and Viet Nam). The External Fund Manager should ensure that the team members are available on-site, as and when required - for ensuring success of each rounds, completion of projects, and coordination with UNCDF SHIFT team. It is up to the External Fund Manager to decide the base of their team members for ensuring minimum expenses. The schedule of travel will be negotiated with the Fund Coordinator according to the requirements of SHIFT, CleanStart and other Programmes contributing to the Fund Facility, and based on approved TORs agreed prior to each specific rounds and assignments.

H. Qualifications of the Successful Service Provider at Various Levels

To keep operational costs as low as possible, the External Fund Manager should not be overly burdened with staff costs, nor onerous service provider fees. Nonetheless, it is important that a number of key positions and tasks are budgeted for, to ensure that required level of performance is attained. To ensure presence closer to potential

grantees and projects, the External Fund Manager may also have a consortium with other firms which are based in CLMV countries.

The External Fund Manager may likely comprise the following three positions at the maximum:

- Senior analyst (international)
- Analyst
- Junior Analyst

Organisational Qualification:

Any for-profit or not-for-profit firm having been operational for minimum three years is eligible to apply.

The External Fund Manager organisation should have experience in the following:

- have extensive technical assistance experience on Financial Inclusion at the retail level, including individual and SME financing
- must have demonstrated experience in promoting and providing advisory services on women economic empowerment
- should have experience across multiple countries. Working experience in CLMV countries will be an advantage.
- should have experience in developing and managing pipelines for challenge funds or large competitive co-funded grant projects, where financial institutions have been beneficiaries of grants
- have demonstrated experience of undertaking due diligence of financial institutions

Proposed team member experience

Junior Analyst is the equivalent of a master's degree and 3-4 years of relevant experience; S/he should have at least the following experience:

- Working experience in South East Asia, preferably in CLMV countries
- Knowledge on best practices in monitoring and evaluation systems and processes
- Working experience of undertaking research and learning documentation activities
- Experience in reading and analysing financial statements
- Should have knowledge of gender issues

Analyst is the equivalent of a master's degree and 5-10 years' of relevant experience;

The Analyst should have at least the following experience:

- Have worked in the financial sector, with focus on microfinance and micro and small enterprises
- Have working experience in South East Asia, preferably in CLMV countries
- Have undertaken microfinance related market assessments and due diligence of financial institutions
- Good in report writing, process mapping, and development of manuals
- Demonstrated experience in facilitating development of business plans and proposals
- Should have knowledge of gender issues

Senior Analyst is the equivalent of a master's degree and 11 or more years of relevant experience.

The Senior Analyst should have at least the following experience:

- Have working experience on financial inclusion across multiple countries. Working experience in CLMV countries will be preferred.
- Should have demonstrated experience in developing and managing pipelines for challenge funds or large competitive co-funded grant projects
- Have working knowledge of stakeholder's requirements and priorities – government, private sector, investors, financial institutions, technical assistance providers etc.
- Have demonstrated experience of undertaking due diligence of financial institutions
- Proven ability of writing good quality reports
- Should have demonstrated experience of working on women's economic empowerment

For candidates without a master's degree, an additional three years of experience is required to qualify for the above positions.

One can refer to Technical Evaluation Proposal Form 3, as part of the Data sheet to understand more on the required profiles of the three positions.

I. Scope of Proposal Price and Schedule of Payments

The quantum of work can be divided into grantee based tasks and periodic tasks.

On the grantee related tasks, the number of person days and other costs incurred will depend on number of actual grantees selected and funded. Periodic tasks would be undertaken by the External Fund Manager irrespective of the number of grantees, for example on pipeline development.

The person days invested by each of the team members will vary based on the number of grantees and periodic tasks proposed. The proposer should share the costs of all the major activities to be undertaken. It should be also noted that there is a flexibility that needs to be shown during periods of high intensity workload, such as those during 'calls', and the contracting work that follows.

The key outputs and milestone activities will be finalized by UNCDF in consultation with the External Fund Manager at the beginning of each window and round, and payments made on half yearly basis on achievement of the milestones for the duration, including all the conditions/documentations required are completed prior to the release of payment every half year.

This solicitation is for a contract for professional services for two years, renewable for next three years till 2020. Financial commitments will be established on assignment basis every time services are requested and a Terms of Reference will be issued.

J. Recommended Presentation of Proposal

Please refer to Section 6 (Technical Proposal Form) for required information and in the format the proposal should be presented. Points will be awarded for the clarity, conciseness, logic, relevance and presentation of the proposal.

K. Criteria for Selecting the Best Offer

This award will be done based on:

Please refer to the Evaluation Criteria

L. Annexes to the TOR

Please refer to website www.uncdf.org for more information on SHIFT and CleanStart Programmes respectively.

Section 4: Proposal Submission Form¹⁰

[insert: *Location*]

[insert: *Date*]

To: Maxime Allonce, Procurement Associate, Two United Nations Plaza, New York, NY – 10017, USA

Dear Sir/Madam:

We, the undersigned, hereby offer to provide professional services for External Fund Manager 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 120 days.

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

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,

¹⁰ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

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 Form¹¹

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)		
11. 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		

¹¹ 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)¹²

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.		
13. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>		

¹² 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: *[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.

External Fund Manager

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

- its legal mandates/authorized business activities,
- A brief description of present activities and areas of expertise
- the year and country of incorporation,
- Location of physical offices and staff
- Governance and management arrangements
- 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 3 5 7 9

Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)
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SECTION 2 - APPROACH AND IMPLEMENTATION PLAN

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.

Areas that should be addressed at the minimum:

- Knowledge of fund management and how to undertake pipeline development, initiating and managing collaborations with investors and technical service providers, and marketing
- Demonstrated understanding of the challenges and approaches to developing quality pipeline, pool of technical service providers and investors.
- Means and methods for market scoping and development of fund windows, EoI and RFA development, summarising concept notes and proposals received for submission to Fund Investment Committee
- Means and methods for undertaking due diligence
- Design and execution of grantee technical and investment support required, knowledge products, development of tools for grantees and other service providers implementing the project
- Design and execution of facilitation and monitoring mechanisms of projects funded

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. Though the implementation timelines will depend on when the windows were launched and number of projects being implemented, a timeline for second window round can be provided.

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

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 for various tasks. (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 Geographical Coverage and Language requirement: The proposer should specify the regions and countries (in South East Asia) for which it is capable of providing technical support and demonstrate its ability to provide services. The proposer can state if it has local presence in the region and countries. In terms of language – English is must, French is preferable (additional weightage will not be given for knowing French).

3.3 Qualifications of Key Personnel. Provide the CVs for key personnel (up to 2 for each category – Senior Analyst, Analyst and Junior Analyst) 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.

Signature of the Nominated Team Leader/Member

Date Signed

Section 7: Financial Proposal Form¹³

The Proposer is required to prepare the Financial Proposal in an **envelope of file 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 or category.

Any estimates for cost-reimbursable items, such as travel and out-of-pocket expenses, should be listed separately.

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.

The format shown on the following pages is suggested for use as a guide in preparing the Financial Proposal. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.

A. The price proposal will be evaluated as follows:

Item	Evaluation Method	Maximum Score
For the Indicative deliverables below	Lowest price offer/ Price of the Offer being reviewed *100	100%

A. Cost Breakdown per Deliverables*

Taking into estimation that each round will be of maximum USD 2 million, with average of 10 grantees, the below costs estimates are requested. Each round can be broken down into pre-launch, fund implementation and M&E work as stated in the ToR above, Section 3. Each round will have projects being implemented for average of 2 year duration.

SN	Indicative Deliverables <i>[list them as referred to in the TOR]</i>	Sub deliverables	Price (Lump Sum, All Inclusive)
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¹³ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

1	Round 1	Pre-Launch phase	
		Fund Implementation phase	
		M&E phase	
2	Round 2	Pre-Launch phase	
		Fund Implementation phase	
		M&E phase	
3-10	Similarly provide cost break in separate rows - for Round 3, Round 4, Round 5, till Round 10		
	Total		USD

**Basis for payment tranches*

B. Cost Breakdown by Cost Component:

The Proposers are requested to provide the cost breakdown for the above given prices for each deliverable (Round 1 to Round 10) based on the following indicative 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.

Description of each Major Activity	Remuneration per Unit of Time (e.g., day, month, etc.)	Total Period of Engagement	No. of Personnel	Total Rate for the Period
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				

Section 8: Contract for Professional Services

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>
-------------	-----------------------	--------------------	--------------------------

....
....

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 any time, 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.
