

REQUEST FOR PROPOSALS (RFP)

Mid-term Evaluation of the Making Access to Finance more Inclusive for Poor People Programme

Country Programme implemented in Lao PDR



United Nations Capital Development

December, 2015

Section 1. Letter of Invitation

New York
December 4, 2015

Request For Proposal (RFP) to conduct the Mid-term Evaluation of the Making Access to Finance more Inclusive for Poor People Programme

Dear Sir/Madam:

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

This RFP includes the following documents:

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

1. You are kindly requested to *advise whether your company intends to submit* a Proposal by **COB, December 11, 2015**. If that is not the case, UNCDF would appreciate your indicating the reason, for our records. Please send the email to the following address:

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

2. 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 **6:00 PM US Eastern Time, Tuesday, January 05, 2016**. 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 – **Request For Proposal (RFP) for the Mid-term Evaluation of the Making Access to Finance more Inclusive for Poor People Programme**”

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.

3. Please note that the proposals that score at least 560 points over 800 in the first step of the technical evaluation will be invited to do a presentation of their proposals tentatively on **January 18 and 21, 2016** between 10 AM and 3 PM EST either at UNCDF office or through a skype video conference.

4. Proposed RFP timeline

RFP Timetable Activity	Deadlines
Publication on UNDP and other specialized websites	December 04, 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.	December 11, 2015
Deadline for submission of Questions	December 17, 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 December 21, 2015
Deadline for submission of proposals	06:00 PM EST, Tuesday, January 05, 2016
Evaluation of the proposals & Approval	Estimated 3 – 4 weeks approval

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

Yours sincerely,

Andrew Fyfe, Head Evaluation Unit UNCDF

Section 2: Instruction to Proposers¹

Definitions

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

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

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

A. GENERAL

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

5.1 *Are or have been associated in the past, with a firm or any of its affiliates which have been engaged UNCDF to provide services for the preparation of the design, specifications, Terms*

of Reference, cost analysis/estimation, and other documents to be used for the procurement of the goods and services in this selection process;

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

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

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

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

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

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

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

7. The eligibility of Proposers that are wholly or partly owned by the Government shall be subject to UNCDF's further evaluation and review of various factors such as being registered as an independent entity, the extent of Government ownership/share, receipt of subsidies, mandate, access to information in relation to this RFP, and others that may lead to undue advantage against other Proposers, and the eventual rejection of the Proposal.
8. All Proposers must adhere to the UNCDF Supplier Code of Conduct, which may be found at this link: http://www.un.org/depts/ptd/pdf/conduct_english.pdf

B. CONTENTS OF PROPOSAL

9. Sections of Proposal

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

- 9.1 Proposal Submission Cover Letter Form (see RFP Section 4);
- 9.2 Documents Establishing the Eligibility and Qualifications of the Proposer (see RFP Section 5);
- 9.3 Technical Proposal (see prescribed form in RFP Section 6);
- 9.4 Financial Proposal (see prescribed form in RFP Section 7);
- 9.5 Proposal Security, if applicable (if required and as stated in the **Data Sheet** (DS nos. 9-11), see prescribed Form in RFP Section 8);
- 9.6 Any attachments and/or appendices to the Proposal.

10. Clarification of Proposal

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

11. Amendment of Proposals

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

C. PREPARATION OF PROPOSALS

12. Cost

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

13. Language

The Proposal, as well as any and all related correspondence exchanged by the Proposer and UNCDF, shall be written in the language (s) specified in the **Data Sheet** (DS No 4). Any printed literature furnished by the Proposer written in a language other than the language indicated in the **Data Sheet**, must be accompanied by a translation in the preferred language indicated in the **Data Sheet**. For purposes of interpretation of the Proposal, and in the event of discrepancy or inconsistency in meaning, the version translated into the preferred language shall govern. Upon conclusion of a contract, the language of the contract shall govern the relationship between the contractor and UNCDF.

14. Proposal Submission Form

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

15. Technical Proposal Format and Content

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

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

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

- a) A statement of whether any import or export licences are required in respect of the goods to be purchased or services to be rendered, including any restrictions in the country of origin, use or dual use nature of the goods or services, including any disposition to end users; and
 - b) Confirmation that the Proposer has obtained license of this nature in the past, and have an expectation of obtaining all the necessary licenses, should their Proposal be rendered the most responsive.
- 15.3 Management Structure and Key Personnel – This section should include the comprehensive curriculum vitae (CVs) of key personnel that will be assigned to support the implementation of the proposed methodology, clearly defining the roles and responsibilities vis-à-vis the proposed methodology. CVs should establish competence and demonstrate qualifications in areas relevant to the TOR.

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

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

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

16. Financial Proposals

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

17. Currencies

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

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

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

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

18. Documents Establishing the Eligibility and Qualifications of the Proposer

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

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

19. Joint Venture, Consortium or Association

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

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

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

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

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

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

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

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

20. Alternative Proposals

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

21. Validity Period

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

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

22. Proposer's Conference

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

Conference, or issued/posted as an amendment in the form of a Supplemental Information to the RFP.

D. SUBMISSION AND OPENING OF PROPOSALS

23. Submission

- 23.1 The Financial Proposal and the Technical Proposal Envelopes MUST BE COMPLETELY SEPARATE and each of them must be submitted sealed individually and clearly marked as either “TECHNICAL PROPOSAL” or “FINANCIAL PROPOSAL”, as appropriate. Each proposal MUST clearly indicate the name of the Proposer. The outer envelopes shall bear the address of UNCDF as specified in the **Data Sheet** (DS no.20) and shall include the Proposer’s name and address, as well as a warning that state “*not to be opened before the time and date for proposal opening*” as specified in the **Data Sheet** (DS no. 24). The Proposer shall assume the responsibility for the misplacement or premature opening of Proposals due to improper sealing and labeling by the Proposer.
- 23.2 Proposers must submit their Proposals in the manner specified in the **Data Sheet** (DS nos. 22 and 23). When the Proposals are expected to be in transit for more than 24 hours, the Proposer must ensure that sufficient lead time has been provided in order to comply with UNCDF’s deadline for submission. UNCDF shall indicate for its record that the official date and time of receiving the Proposal is the actual date and time when the said Proposal has physically arrived at the UNCDF premises indicated in the **Data Sheet** (DS no. 20).
- 23.3 Proposers submitting Proposals by mail or by hand shall enclose the original and each copy of the Proposal, in separate sealed envelopes, duly marking each of the envelopes as “Original Proposal” and “Copy of Proposal” as appropriate. The 2 envelopes shall then be sealed in an outer envelope. The number of copies required shall be as specified in the **Data Sheet** (DS No. 19). In the event of any discrepancy between the contents of the “Original Proposal” and the “Copy of Proposal”, the contents of the original shall govern. The original version of the Proposal shall be signed or initialed by the Proposer or person(s) duly authorized to commit the Proposer on every page. The authorization shall be communicated through a document evidencing such authorization issued by the highest official of the firm, or a Power of Attorney, accompanying the Proposal.
- 23.4 Proposers must be aware that the mere act of submission of a Proposal, in and of itself, implies that the Proposer accepts the General Contract Terms and Conditions of UNCDF as attached hereto as Section 11.

24. Deadline for Submission of Proposals and Late Proposals

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

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

25. Withdrawal, Substitution, and Modification of Proposals

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

26. Proposal Opening

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

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

27. Confidentiality

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

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

In the event that a Proposer is unsuccessful, the Proposer may seek a meeting with UNCDF for a debriefing. The purpose of the debriefing is discussing the strengths and weaknesses of the

Proposer's submission, in order to assist the Proposer in improving the proposals presented to UNCDF. The content of other proposals and how they compare to the Proposer's submission shall not be discussed.

E. EVALUATION OF PROPOSALS

28. Preliminary Examination of Proposals

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

29. Evaluation of Proposals

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

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

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

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

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:

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

- 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/UNCDF/en/home/operations/procurement/protestandsanctions/> for details)

34. Award Criteria

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

35. Right to Vary Requirements at the Time of Award

At the time of award of Contract, UNCDF reserves the right to vary the quantity of services and/or goods, by up to a maximum twenty five per cent (25%) of the total offer, without any change in the unit price or other terms and conditions.

36. Contract Signature

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

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

37. Performance Security

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

38. Bank Guarantee for Advanced Payment

Except when the interests of UNCDF so require, it is the UNCDF's preference to make no advanced payment(s) on contracts (i.e., payments without having received any outputs). In the event that the Proposer requires an advanced payment upon contract signature, and if such request is duly

accepted by UNCDF, and the said advanced payment exceeds 20% of the total proposal price, or exceed the amount of USD 30,000, UNCDF shall require the Proposer to submit a Bank Guarantee in the same amount as the advanced payment. A bank guarantee for advanced payment shall be furnished in the form provided in Section 10.

39. Vendor Protest

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

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

Instructions to Proposers

DATA SHEET

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

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

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

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

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

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	December 17, 2015
17	B.10.1	Contact Details for submitting clarifications/questions ⁵	uncdf.procurement@uncdf.org and copy to Christophe.legrand@uncdf.org
18	B.11.1	Manner of Disseminating Supplemental Information to the RFP and responses/clarifications to queries	Direct communication to prospective Proposers by email or fax, and Posting on the website ⁶ http://procurement-notices.undp.org/
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: Mrs. Maxime Allonce, Procurement Associate
21	C.21 D.24	Deadline of Submission	06:00 PM EST, Tuesday, January 05, 2016
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery

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

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

			<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> <input type="checkbox"/> Mandatory subject of email : RFP/UNCDF/MSU/2015 - Mid-term Evaluation of the Making Access to Finance more Inclusive for Poor People Programme <input checked="" type="checkbox"/> Digital Certification/Signature: <i>[specify]</i> <input checked="" type="checkbox"/> Time Zone to be Recognized: <i>EST NY</i> Further Instructions for electronic submission 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). 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. The Subject line of the E-mail(s) should state -- “Technical proposal- RFP/UNCDF/MSU/2015 –Mid-term Evaluation of the Making Access to Finance more Inclusive for Poor People Programme <u>and in a separate email or envelope</u> “Financial proposal - RFP/UNCDF/MSU/2015 Mid-term

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>Evaluation of the Making Access to Finance more Inclusive for Poor People Programme - <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> <p>It is strongly suggested that Proposers make a note of the passwords and keep them in a safe place. If we are unable to open the file because of forgotten password(s) the proposal will be disqualified.</p> <p>Proposers may send as many e-mails as needed; however, the size of each e-mail should not exceed eight megabytes (8 MB). As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline. Please be aware that bids e-mailed to UNDP will be rejected if they are <u>received</u> after the deadline for bid submission.</p> <p>When choosing to submit their proposals electronically, Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</p> <p>Please Note: Any proposal sent to the private email addresses of any procurement staff will not be accepted. ☒</p>
24	D.23.1	Date, time and venue for opening of Proposals	<p>Date and Time: January 06, 2016</p> <p>Venue : UNCDF Headquarters, 2 UN Plaza, 26th Floor, New York, NY 10017, USA. Please note that this is NOT a public bid opening exercise.</p>
25	E.29.2 E.29.3 F.34	Evaluation method to be used in selecting the most responsive Proposal	<p><input type="checkbox"/> Lowest financial offer of technically qualified Proposals (i.e., offers that are rated 70% and above)</p> <p><input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals.</p>

			<p>Technical proposals that score at least 560 points on 800 points will be invited to do a presentation scored on 200 points. Then the evaluation team will add the points of the preliminary review of the technical proposals and the points obtained for the presentation to get the Technical proposal score, weighted 70%</p> <p><input type="checkbox"/> Combined Scoring Method, using 60%-40% distribution for technical and financial proposals, respectively, where minimum passing score of technical proposal is 60%.</p>
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<p><input checked="" type="checkbox"/> Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the /services being procured</p> <p><input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation</p> <p><input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country</p> <p><input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past year.</p> <p><input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 5 of years</p> <p><input checked="" type="checkbox"/> A maximum of 3 examples of recent evaluation assignments conducted by the firm with at least one of which must be an evaluation report completed under the supervision of the proposed Team Leader.</p> <p><input checked="" type="checkbox"/> Technical proposal as outlined in Section 7.</p> <p><input checked="" type="checkbox"/> Financial proposal as outlined in Section 8.</p>
27		Other documents that should be submitted to Establish Eligibility	<p>1) Presentation of expertise of the firm/ organization to perform this assignment:</p> <ul style="list-style-type: none"> • Reputation of the firm and staff in carrying out evaluation; • General organizational capability which is likely to affect implementation (financial stability, size of the firm, strength of the programme management support, project management control systems...) • Relevance of specialized knowledge; • Experience on similar assignments; • Previous work with UN System/major multilaterals/bilaterals;

			<ul style="list-style-type: none"> • Description of the management arrangement of the firm for the evaluation. <p>2) Approach and implementation plan for the evaluation:</p> <ul style="list-style-type: none"> • The methodology proposed should be responsive to the TOR. • Detailed evaluation approach, • Evaluation matrix, • Methods for ensuring quality and utilization and • Detailed evaluation work plan. <p>3) Management structure and key personnel, including CVs</p> <ul style="list-style-type: none"> • Proposed team structure and work tasks (including supervisory) which would be assigned to each; • Organogram illustrating the reporting lines; • CVs for key personnel (managerial and technical).
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 7</i>)	In compliance with the Section 6 (Technical Proposal Format)
29	C.15.2	Latest Expected date for commencement of Contract	<i>February 1, 2016</i>
30	C.15.2	Expected duration of contract (Target Commencement Date and Completion Date)	6 months from the date of executing the contract
31		UNCDF will award the contract to:	<input checked="" type="checkbox"/> One Proposer only <input type="checkbox"/> One or more Proposers, depending on the following factors: <i>[clarify fully how and why will this be achieved. Please do not choose this option without indicating the parameters for awarding to multiple Proposers]</i>
32	E.29.2 F.34	Criteria for the Award of Contract and Evaluation of Proposals	<p>Contract Award Criteria:</p> <ul style="list-style-type: none"> • Highest cumulative score • Financial stability of the Proposer • Compliance of proposed schedule of services delivery with the deadlines requested in TOR • Positive results of reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed

			Detailed criteria for evaluation of proposals are stated in the tables below.
33	E.29.4	Post-Qualification Actions	<input checked="" type="checkbox"/> Verification of accuracy, correctness and authenticity of the information provided by the bidder on the legal, technical and financial documents submitted; <input checked="" type="checkbox"/> Validation of extent of compliance to the ITB requirements and evaluation criteria based on what has so far been found by the evaluation team; <input checked="" type="checkbox"/> Inquiry and reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed;
34		Conditions for Determining Contract Effectivity	<i>Execution of the contract</i>
35		Other Information Related to the RFP ⁸	<i>Not applicable</i>

Criteria for the Award of Contract and Evaluation of Proposals:

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
	Step 1		
1	Expertise of the Firm	20%	200
2	Evaluation Team composition (Team Leader and Team members)	20%	200
3	Proposed Methodology, Approach and Work Plan	40%	400
	Step 2 (only firms totaling > 560 points out of 800 points during the first step of the technical evaluation will be invited to do a presentation tentatively on January 18th and 21th between 11 AM and 2 PM EST)		
4	Presentation	20%	200
	Total		1000

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

Technical Proposal Evaluation Form 1		Points obtainable
Expertise of the Firm and Evaluation Team Composition (600 points)		
1.1	<p>Previous performance of the organization in successfully bidding for, conducting and backstopping formative and summative evaluation of international development policy, programmes and projects using a variety of evaluation approaches (e.g. theory-of-change-based, utilization-focused, participatory, gender- and equity-focused project and programme evaluation) and methods (including performance, outcome and impact evaluation using both quantitative and qualitative data, provided either in secondary form (by the programme itself) or generated by the team themselves during the evaluation itself).</p> <p>Organization's ability to deliver high quality evaluation reports of similar scope (this criteria will be assessed on the basis of not more than three evaluation reports submitted with the proposal)</p> <p>Other factors to be taken into account here include the firm's reliability, industry standing, litigation history, previous evaluations for the UN System.</p>	75
1.2	Experience of the firm in providing technical services in a broad range of institutional and programme settings, including stand-alone projects or programmes funded by international donors, multi-partner interventions including those set up or involving the UN, as well as direct support to national governments working in key areas of public policy relevant to the international development agenda.	55
1.3	Experience and knowledge of the firm in intervening in the inclusive finance sector at either the micro, meso and macro levels), including support to the development of savings-led financial and non-financial services at either the retail/NGO levels or broader policy levels.	45
1.4	Knowledge and experience of embedding key standards around promoting gender equality and the empowerment of women in the work that the firm does (e.g gender mainstreaming, gender analysis, knowledge of human rights based approach to programming and evaluation).	25
	SUB - TOTAL FIRM EXPERIENCE/EXPERTISE	200
1.5	TEAM LEADER (01ea) please see specific qualifications in Section 11 of the TORs). Sub-total 130 points	
	Evaluation expertise and experience – in designing and leading a mix of performance, outcome and/ or impact evaluations applying mixed methods evaluation approaches & in evaluating interventions in the area of inclusive finance using a wide range of qualitative and quantitative data gathering techniques to assess program results at individual, institutional, sector and policy level.	55
	Knowledge and experience of the inclusive finance industry best practice in applying CGAP benchmarks around good performance of FSP in developing countries & of issues related to the business case for savings-led FSPs on underserved markets (rural and women), alternative delivery mechanisms, digital finance and financial education.	40
	General experience in leading teams in international development technical assistance, evaluation and research- Understanding of key elements of results-based programme management in international development cooperation and Experience in policy analysis/ engagement.	25
	Knowledge and experience on integrating gender equality and women's	10

	empowerment in inclusive finance programmes and/or evaluation	
1.6	TEAM MEMBERS (please see specific qualifications in Section X of the TORs). Sub-total 70	
	Knowledge and expertise in inclusive finance and experience of working to develop inclusive finance systems in developing countries - Minimum of seven years accumulated experience in microfinance. A minimum of four years of microfinance management and/ or consulting experience. Must have experience of undertaking/ participating in evaluations in inclusive finance (micro, meso and macro levels) including experience using a range of qualitative and quantitative evaluation methodologies to assess program results at individual, institutional, sector and policy level.	40
	Knowledge and experience of working to develop and support savings-focused financial and non-financial products, underserved markets (rural, women), alternative delivery mechanisms in developing countries	15
	General experience of participating in evaluation or research initiatives on topics relevant to the MAFIPP programme	10
	Knowledge and experience on integrating gender equality and women's empowerment in inclusive finance programmes and/or evaluation	5
	SUB - TOTAL Key Personnel/ Management	200
	TOTAL FORM 1	400

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan (400 points)		
2.1	Proposal's overall quality, clarity and adherence to the RFP Guidelines and requirements in the TOR (detailed evaluation approach and methodology, case studies proposal, evaluation matrix, workplan, and innovative proposal for presenting the evaluation findings). It responds to the requirements of the TOR and includes management plan, team composition, extended CVs of the team members and relevance and quality of the sample reports)	100
2.2	Extent to which the proposal presents an innovative approach and a variety of techniques for gathering and analyzing quantitative and qualitative data that are feasible and applicable in the timeframe context of the evaluation, incorporating gender equality perspectives.	120
2.3	Extent to which the evaluation matrix clearly addresses the TORs, including evaluation questions and sub-questions with evaluation criteria, indicators/judgment criteria and means of verification through the proposed sources of data. Extent to which the matrix includes gender equality.	100
2.4	Extent to which the timeframe and human resources indicated in the workplan are realistic and useful for the needs of the evaluation (sufficient allocation of time effort for the different members including senior experts, and the overall realism and feasibility of the allocation of time effort and human resources to implement the proposed evaluation methodologies and work plan in the technical proposal as well as delivery of products by proposed timeframe)	80
TOTAL FORM 2		400

Technical Proposal Evaluation Form 3		Points Obtainable
Presentation (200 points)		
3.1	Clarity of presentation	50
3.2	Credibility of the team	75
3.3	Quality of response to questions	75
TOTAL FORM 3		200

Section 3: Terms of Reference (TOR)

Mid-Term Evaluation ***Making Access to Finance more Inclusive for Poor People Programme***

Programme name: Making Access to Finance more Inclusive for Poor People (MAFIPP)

Countries: Lao PDR

Executing Agency: United Nations Capital Development Fund (UNCDF)

Programme Timeframe: 2010-2017

1 BACKGROUND

Making Access to Finance more Inclusive for Poor People – MAFIPP programme - was initiated with seed funding from UNCDF and UNDP. The programme is currently being funded by the Australian Aid and implemented by the Bank of Lao (BoL), Financial Institutions Supervision Department (FISD), on behalf of the Government of the Lao PDR (GOL). The programme was intended to contribute to improved and equitable access to land, markets and social and economic services, as well as to an enabled environment for growth with equity. It is specifically seeking to increase access to financial services by low-income households and micro-entrepreneurs on a sustainable basis to an additional 408,000 active users of financial services by end 2017, with a minimum of 300,000 additional active users. To achieve this, the programme has adopted a sector-based approach to deliver change at the macro, meso and micro levels through three mutually reinforcing programme outputs including:

- a. **Macro-level Output:** Policy makers more able to improve the policy and regulatory environment in line with operational realities of financial service providers nationally and accepted good practice internationally.
- b. **Meso-level Output:** The financial sector development infrastructure more capable to meet the needs of financial service providers.
- c. **Micro-level Output:** Financial service providers more responsive to the financial service needs of poor households and micro-entrepreneurs.

This programme was intended to give practical expression to the Vientiane and Paris Declaration by establishing a pooled funding mechanism to facilitate donor coordination, provide a framework for more coherent programming, which will provide strategic capital and technical assistance to:

- a. BOL to strengthen its capacity to act as a channel for consolidating sector recommendations and facilitating dialogue among regulators and multiple stakeholders.
- b. Financial institutions and business support service providers in order to help scale-up delivery of sustainable credit and non-credit products to poor households and micro-entrepreneurs.
- c. Microfinance working group to transform it into a formal association for microfinance providers, enabling retailers to make a positive contribution to the overall development of the sector.

2 THE AUSTRALIAN DEPARTMENT FOR FOREIGN AFFAIRS AND TRADE (DFAT)

Australia has had a long-standing development cooperation engagement in the Lao PDR. Australian aid has focused on basic education, trade and investment facilitation and rural development.

The Laos Australia Rural Livelihoods Program (LARLP) – LARLP is an A\$43 million livelihoods program launched in January 2014. The goal of the LARLP is to increase the economic security and resilience of poor women and men in rural areas by providing improved access to social protection, financial services, productive assets and capacity to generate income. It consists of four components:

- Social Protection and Sustainable Livelihoods,
- Financial Inclusion, which consists of two sub-components, both with BoL/FISD as national partner: GIZ implemented Access to Finance for the Poor (AFP) and MAFIPP;
- UXO clearance and awareness;
- A Learning Facility.

Australian total Official Development Assistance to the Lao PDR in 2014-15 is an estimated A\$55.6 million. The country program allocation is A\$34.3 million, with an additional A\$18.4 million in regional and global funding. Other Australian Government agencies also provide assistance programs for their Lao counterparts valued at more than A\$6 million per year, including the Australian Centre for International Agricultural Research (ACIAR), Australian Federal Police, and the Departments of Defence and Immigration and Border Protection.

MAFIPP support is aligned with the Financial Services for the Poor Strategy for Australian Aid Program (2010-15), which aimed at achieving four outcomes: (i) A policy and regulatory environment that allows institutions offering financial services to the poor to enter the market and grow; (ii) Financial services providers and infrastructure that have the capacity to provide high quality financial services to the poor; (iii) Innovative models of financial service provision that are used effectively to extend outreach to underserved regions and group; and (iv) Increased capacity of clients to understand and utilize financial services effectively.

2.1 ALIGNMENT WITH GOVERNMENT PRIORITIES

Financial Inclusion has been an important issue for Government over the last decade, though not raised to a development theme in its own right. The ‘National Growth and Poverty Eradication Strategy’ (NGPES)⁹ in 2003 was a benchmark for the government’s economic policies for the years to come. In its conclusions regarding financial sector development, it set a clear course towards a self-sustaining, market-oriented financial sector by improving the performance of State-Owned Banks (SOB), phasing-out of policy lending and enabling a vibrant Microfinance sector. However if SOBs went down the path of commercialization, policy-lending was not sidelined as evidenced by the foundation of the Nayoby (‘Policy’) Bank (NBB) in 2007.

⁹ Government of Laos, 2003 p. 118ff.

The present Seventh National Socio-Economic Development Plan (NSED)10 2011-15 calls for strengthening the management in the financial sector, and for a sharp increase in national savings as well as in lending to businesses, and for 'providing more opportunities for local people to be able to access the banking system' (p.137). It emphasizes the importance of raising capital for development¹¹.

The Eighth NSED 2016-2020 calls for modernizing the financial sector: '**Finance-Banking:** Uplift the business banks and institutions efficiency to regional and international standards to engender smooth and speedy financial business in order to promote the socio-economic development.' (p.93 of 5th draft) so that more efficient credit being channeled to agriculture 'Apply financial and banking policies that support producers, manufacturers and entrepreneurs with access to finance on rationale basis' (p.96).

Bank of Lao PDR sees itself tasked to deepen financial inclusion and is particularly concerned towards rural areas. The National Committee for Rural Development and Poverty Eradication (NCRDPE), the Ministry of Agriculture and Forestry (MAF), and the Ministry of Industry and Commerce are also much concerned by the provision of capital to support economic growth in their respective areas with a common emphasis on MSMEs development.

3 THE CHALLENGE

Fewer than 25% of the people living in the Lao PDR have access to formal financial services – in developed countries, the percentage is 90% or more. The Rural and Microfinance survey conducted in 2004 indicate that of the 40% households which had borrowed, close to 80% sourced these from informal sources (family, friends, and moneylenders) and the remaining 20% from either a formal supplier (APB) or a semi-formal supplier. The semi-formal suppliers consist of Village Savings and Credit Groups (VSCG), which' funding is based on savings by member villagers, and Village Revolving Funds (VRF), which' funding is based on funds provided by external sources, mainly international development organizations.

The average debt to cash ratio of the households surveyed was only 28%. Cash savings remain prevalent with 90% having cash rather than bank accounts. In addition, non-cash savings, mainly livestock but also jewellery, precious metals, and housing materials accounted for almost 73.3% of total savings. Only 5% of the rural households have a savings account in a bank, while 6% utilize informal savings mechanisms. The survey revealed that almost 30% of households stated their first preference would be to save in the APB or other banks, suggesting that banks could tap into large unmet demand if they expanded and improved services.

One of the most serious constraints in starting and expanding a business in the Lao PDR is limited access to financing. Many businesses are facing common problems such as limited capacity to prepare the financial statements needed for making a loan application or lack of collateral, which make it difficult for banks to assess borrowers' capacity and willingness to repay. A baseline survey done by GIZ in 2006 indicates that access to finance is easier for larger companies and more difficult for micro-companies. Of all survey participants, 48.8% reported having access to finance of some kind. Of these 51.9% received supplier credit and only 7.5% have received financing through banks.

¹⁰ Ministry of Planning and Investment, 2011.

¹¹ 'Allocate funds for the realisation of plans and projects using various sources: government investment fund, people's contribution fund, policy banks, village development funds, asset capitalisation, grants and (foreign) loans, financial institutions, international organisations, non-government organisations (NGO), fund-raising from various business entities (both domestic and international), and domestic and foreign investors.' (7th NSED p.114)

4 THE MAFIPP PROGRAMME

Making Access to Finance More Inclusive for Poor People (MAFIPP) is a seven-year programme (2010 to 2017), responding to the above-mentioned gaps in the financial sector with activities targeting three sectors. MAFIPP has been developed to support the execution of GOL's policy commitments and the priorities of UNDAF. It is a programme between the Government of Lao PDR and UNCDF, along with other participating donor agencies who wish to contribute towards the development of an inclusive financial sector in Lao PDR.

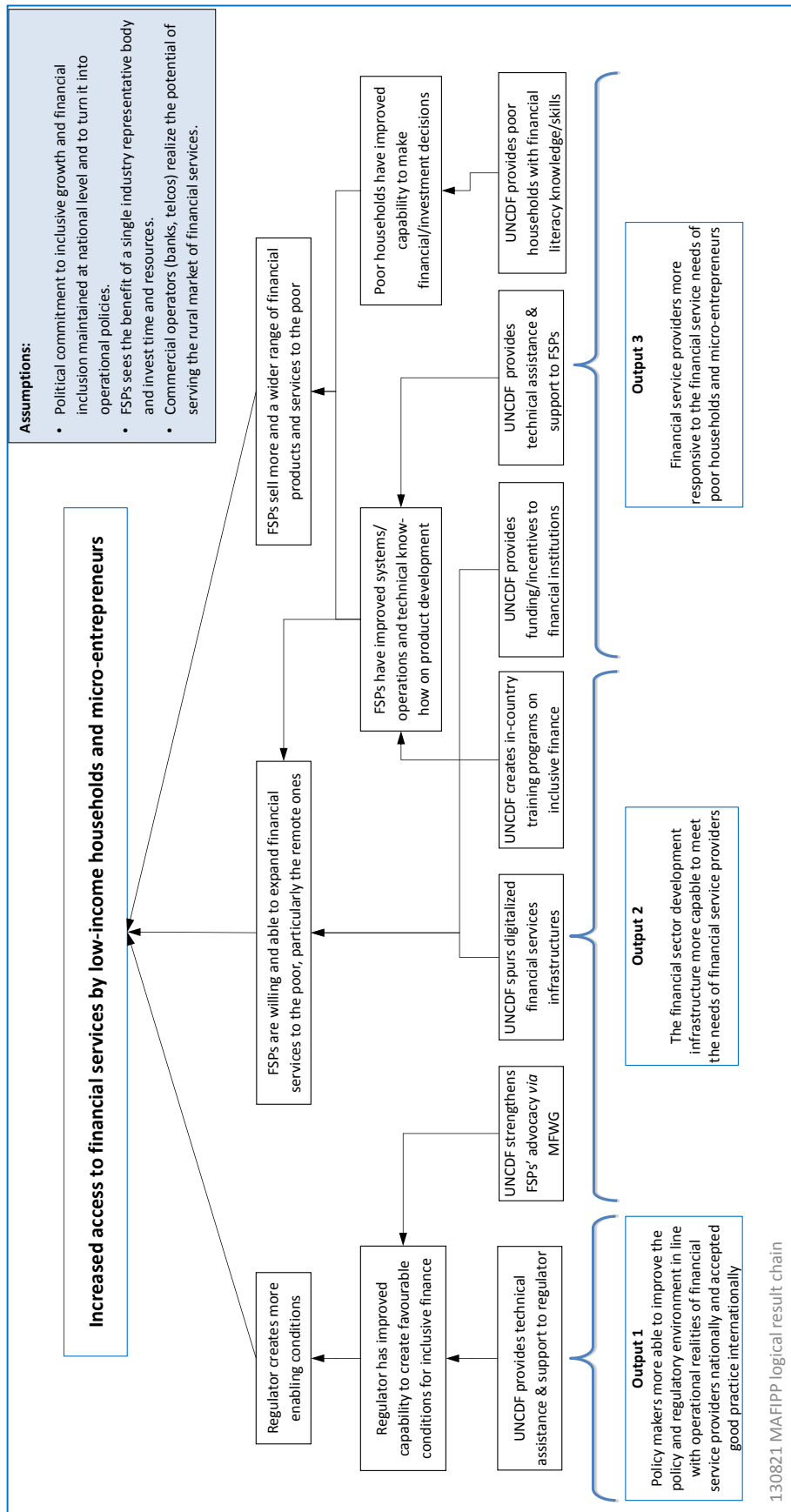
At the macro level, the programme was intended to work with the BOL to build capacity of the regulator to improve the supervisory process; at the Meso level support is targeted toward services providing financial infrastructure to the sector including formalizing the Microfinance Association into an association, supporting independent auditors and other business service providers.

Thanks to MAFIPP support, BoL has shown its attention to operational realities of domestic FSPs by launching the "Making Access to financial services Possible" (MAP) process for evidence-based and consensual policy-setting and further structured the dialogue process with multiple stakeholders exemplified by the organization of quarterly meetings with Digital Financial Services providers. The status of the MicroFinance Association (MFA) has been reinforced thanks to BoL support for its official registration; the MFA is now starting to deliver a structured training to existing managers of MFIs.

Thanks to support from MicroLead and initial investment from MAFIPP Fund for Inclusive Finance, some FSPs have developed more suitable products and delivery channels for poor and rural people; but replication throughout the rest of the industry is slow.

See annex 1 for more details on the main results of MAFIPP major achievements so far.

Figure 1 : MAFIPP Results Chain



5 PURPOSE, SCOPE AND OBJECTIVES OF THE MID-TERM EVALUATION

In line with UNCDF's evaluation policy¹², the overall objectives of the midterm evaluation are:

- To assist DFAT and UNCDF to understand the relevance, efficiency, effectiveness, and likely impact and sustainability of MAFIPP programme to date;
- To provide an independent assessment of the strengths and weaknesses of the MAFIPP programme looking at the results achieved to date and the likelihood of achieving the end objectives on the basis of current implementation;
- The evaluators should also consider the key conditions necessary for the scaling-up and replication of the model in the future and/or recommendations on where an extension of the programme should focus (for example, expanding the Fund for Inclusive Finance etc);

More specifically, the evaluation is expected to provide preliminary early evidence on progress towards MAFIPP end-of-program outcomes as well as an assessment of the programme's current and likely contribution to advocating for a more inclusive financial system putting the needs of consumers at the center, and to the reinforcement of the FSPs to effectively and efficiently address consumer needs.

In doing this, the evaluation will assess the extent to which the programme is on track to:

- Strengthening the performance and resilience of FSPs as a result of developing and rolling out savings-focused products. To do this, the evaluators should focus on changes in the organisational and financial performance of UNCDF-supported FSPs in providing savings-focused financial and non-financial services for low - income people in underserved areas. The expected organizational changes vary from improved reporting standards, stronger staff capacity and new savings product development, outreach focus and ability to scale up and introduce innovations (i.e. product diversification, rural expansion, alternative delivery mechanisms...).
- Supporting impact at client level. Here the focus should be on attempting to assess the likelihood of changes in the financial behaviour of the clients of the MAFIPP-supported FSPs and the use that clients are making of the new financial products and services being provided.

¹² As an associated Fund of UNDP, UNCDF is party to UNDP's Evaluation Policy: <http://web.undp.org/evaluation/policy.shtml>. The Policy is operationalized through bi-annual Evaluation Plans. In line with UN Evaluation Group Norms and Standards for Evaluation, the Plan is implemented by UNCDF's Evaluation Unit which sits apart from the rest of the organization and reports directly to UNCDF's Executive Secretary and through her to the Executive Board of UNDP.

As part of this section of the assessment, the evaluators should also assess if the programme theory of change, hence its setup, were right to focus on access by very large numbers of beneficiaries and to assume that the impact of greater access would be naturally positive. They should also assess whether the programme should do more to capture the current or likely impact on end-clients of the new products supported by the programme in its measurement systems, including aspects such as enhanced productivity, increased client resilience, women's empowerment. As part of this, it will be important to assess the quality of the existing data measurement systems to capture this type of information and to provide recommendations for improvement to ensure that the programme gathers meaningful data at the client level.

- Influencing the broader inclusive finance systems in which the programme has intervened. Here the evaluators should consider the extent to which the programme is being successful in influencing changes in the financial systems through its capacity building and advocacy, knowledge and learning activities at both macro- and meso-levels, both in terms of policy as well as intended or unintended market demonstration effects. They should also consider how well the programme is positioned to support replication and up-scaling of its approach by others once this project comes to an end.

6 EVALUATION METHODOLOGY

The evaluation should be transparent, inclusive, participatory and utilization-focused. It should integrate gender and human rights principles following the United Nations Evaluation Group (UNEG) Handbook to Integrate Human Rights and Gender Equality in Evaluation and adhere to the UNEG Norms and Standards for Evaluation in the UN System and UNEG's Ethical Guidelines and Code of Conduct . To the extent possible the data should be disaggregated by age, gender, and economic status.

It should follow a theory-of-change approach to comparing results achieved to date against what was intended at this stage in programme implementation, taking into account the influence of external factors on programme results. Where outcome- and impact-level data is lacking, the methodology should allow evaluators to assess the extent to which the programme interventions have contributed to the achievement of those higher- level results.

The evaluation should use a mixed methods approach, drawing on both primary and secondary, quantitative and qualitative data to come up with an overall assessment backed by clear evidence. To the extent possible the data presented should be disaggregated by age, gender, and economic status.

In line with usual UN evaluation practice, the scope of the exercise should cover all five standard evaluation criteria: relevance/appropriateness of design, efficiency, effectiveness, impact and

sustainability. In doing so, the focus of the evaluation goes beyond assessing whether UNCDF is currently ‘doing things right’ in programme execution and management, to a broader assessment of whether on the basis of evidence available, the MAFIPP approach, as implemented by UNCDF and in comparison with similar approaches implemented by others, looks to be the ‘right approach’ to achieving the higher-level objectives agreed in the initial phase.

6.1 KEY EVALUATION QUESTIONS:

The evaluation should seek to answer the following questions organized according to the UN/OECD/DAC evaluation criteria and in the form of a preliminary evaluation matrix:

OECD/DAC CRITERIA	SUB-QUESTION	POSSIBLE JUDGEMENT CRITERIA
<p>1. RELEVANCE AND QUALITY OF THE DESIGN OF THE PROGRAMME</p> <p><i>How well designed is the programme to support the development of Lao’s inclusive finance sector and meet its broader objective to promote low-income households and micro-entrepreneurs’ financial inclusion?</i></p>	1.1. How relevant is the programme to the current stage of financial inclusion in LAO PDR?	<p>Appropriateness of UNCDF’s sector development approach – focusing on concurrent macro-, meso- and micro-level support – to this stage in the development of Lao’s inclusive finance system.</p> <p>Appropriateness of the ambition of MAFIPP to become a multi-donor platform for financial inclusion going forward.</p> <p>Extent to which programme was designed in accordance with the priorities of the Lao government?</p>
	1.2. How appropriate is programme design?	<p>Likelihood that the internal design of the programme and choice of instruments to be funded maximises the achievement of increased financial inclusion in Lao PDR for the targeted groups (low – income households and micro-entrepreneurs).</p> <p>Appropriateness of the governance, management and implementation structures as designed with a view to the programme achieving its broader objectives.</p> <p>Extent to which the programme was designed with a view to benefit from integration with</p>

		other UNCDF country programmes and global thematic programmes.
	1.3. How far were cross-cutting issues of women's empowerment, environmental sustainability, financial education and client protection integrated into programme design?	<p>Extent to which programme design pays due attention to the needs of women in all areas of the intervention</p> <p>Extent to which the programme respects UN standards on environmental sustainability.</p> <p>Extent to which programme design pays due attention to the principles of financial education and client protection?</p>
2. EFFICIENCY OF PROGRAMME MANAGEMENT <i>How well has the programme delivered the expected results?</i>	2.1. To what extent is the programme on track to meeting its immediate and medium-term objectives?	<p>Extent to which programme is providing value for money with outputs delivered on time and against original costs?</p> <p>Efficiency and quality of request for proposals system</p> <p>Quality and efficiency of programme management and monitoring, including the PBA system</p> <p>Extent to which the programme M+E system is able to track and analyze meaningful data at all levels of the results chain</p>
	2.2. What is the relevance and quality of the technical assistance provided by UNCDF MAFIPP team to relevant stakeholders?	<p>Quality of the different types of activity provided by the programme (TA to FSPs, knowledge management activities etc)</p> <p>Extent to which the project is supporting effectively the introduction and promotion of new products?</p> <p>Extent to which the project has supported FSPs in their entry into alternative delivery channels (e.g. digital financial services,</p>

<p>3. Programme Effectiveness to date</p> <p><i>To what extent is the programme contributing to the improved capacity of partner organisations?</i></p>		agent banking)?
	2.3. Extent to which the governance and management mechanisms of MAFIPP functioning as intended?	Extent to which key national partners are involved in managing the programme instruments and setting in place improved oversight of the financial sector in future?
	<p>3.1. Micro-level organisations</p> <p>To what extent are the financial service providers making use of programme deliverables to promote the financial inclusion of low-income household and micro-entrepreneurs in Lao PDR?</p>	<p>Improved institutional and management capacity within partner organisations</p> <p>Supply of quality and affordable financial products and services, including use of alternative delivery channels to low-income people (digital financial services, agent banking) leading to improved growth rates in outreach</p> <p>Extent to which FSP perceptions of financial services for low-income households, especially women, are beginning to change as a result of MAFIPP activities</p>
	<p>a. Meso-level organisations</p> <p>To what extent is the programme supporting effective change in the meso-level organisations supporting the pro-poor FSPs?</p>	<p>Programme contribution to increased operational performance of meso-level organisations</p> <p>Appropriateness of targeting strategy at the meso level</p>
	<p>b. Macro – level organisations</p> <p>To what extent is the programme effectively supporting increased capacity in the BoL and other agencies concerned with financial inclusion</p>	<p>Programme contribution to strategic and operational performance of macro-level organisations</p> <p>Extent to which international good practice standards are being adhered to</p> <p>Extent to which dialogue with the industry and interested</p>

		stakeholders is being promoted to feed back into policy formulation
4. LIKELY IMPACT <i>To what extent is the programme on track to supporting the broader development of an improved system of inclusive finance in Lao PDR incorporating improved institutional capacity at the macro- and meso-levels and better access to financial products and services at the micro-level for low-income rural populations?</i>	4.1 In a broader sense, what is the programme's likely contribution to a more effective inclusive finance system overall?	<p>Programme-supported improvements in the regulatory environment that it make it more responsive to the realities of the domestic market and attentive to international best practice</p> <p>Programme-supported FSPs finding a value proposition in serving low income populations sustainably</p> <p>Programme-supported meso-level organisations increasingly meeting the needs of FSPs</p> <p>Likelihood of a demonstration effect and replication in the broader financial inclusion market in providing financial services to low-income populations and micro-enterprises</p>
	4.2 What use is being made, and to what effect, of the new financial services being provided to low-income clients	<p>Variation in types of clients that are being reached via MAFIPP</p> <p>Different uses (or not) of the financial services being provided</p> <p>Degree of client satisfaction with financial services and the financial institutions being supported.</p>
5. SUSTAINABILITY <i>To what extent are programme results likely to be sustainable?</i>	5.1 To what extent are the changes in capacity of micro- and meso-level organisations supported by the programme likely to continue once the programme comes to an end?	<p>Extent to which the programme has contributed to increased operational and financial performance and therefore sustainability of partner FSPs</p> <p>Extent to which financial and non-financial services, such as business training and financial</p>

		education, can be offered sustainably and cost-effectively to ensure sustainable economic outcomes for a large number of clients?
	5.2 To what extent is the improved capacity of macro-level organisations likely to be sustained once the programme comes to an end?	Extent to which macro-level organisations supported have clear plans for continued operations once the programme comes to an end
	5.3 What are the major contextual factors that are influencing the achievement of programme outcomes and how can they be best managed?	Extent to which institutional, macro-economic, and organizational factors that were not foreseen at the time of programme design are impacting the programme's impact pathway?
6. CROSS-CUTTING THEME GENDER EQUALITY	6.1 To what extent has MAFIPP been able to provide equal participation and benefits for women and men, boys and girls?	<p>Extent to which client profiles for the different financial products show equal participation and benefits for the different population groups</p> <p>Extent to which MAFIPP has managed through its M+E system to disaggregate all data by gender</p> <p>Extent to which MAFIPP partners have successfully integrated a systematic gender dimension in their respective monitoring and reporting systems</p> <p>Variation in active participation in new financial services and products by the different population groups</p>
	6.2 To what extent has MAFIPP been successful in supporting the increased participation of women in economic activities	<p>Variation in active participation in the new financial services and products by the different population groups</p> <p>Use being made by women and girls of the financial services being offered</p>

	6.3 Is MAFIPP integrating significant gender analysis that can support policy making with gender equality objectives in mind?	Extent to which the programme's knowledge outputs are produced on the basis of gender-disaggregated evidence and recommendations.
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In putting together the methodological proposal for the evaluation, interested bidders should include:

- a **programme theory of change** paying careful attention to the programme's results chain and relevant assumptions from the proposed programme strategy in the Programme Document and its revision #1 (available at www.unctf.org/country/projectDocuments?field_all_country_tid=274).

- **An enhanced evaluation matrix**, taking the evaluation questions, sub-questions and judgement criteria as above, and adding to it a series of sources of information and evaluation methods – both quantitative and qualitative in approach and comprising both secondary and primary data – to be operationalized in the form of data collection tools, which with a view to supporting triangulation of evaluation findings should represent five different lines of evidence [this evaluation matrix may be subject to further change during the inception phase]

- Finally a plan for **collecting and aggregating this data** in a transparent manner and with a view to answering the evaluation questions within the matrix.

In assessing the methodological proposal, UNCTF will be looking for bidders to explicitly define how the evaluation will incorporate gender equality and human rights perspectives in all stages. For more information please see section 13 in this RFP.

6.2 SOURCES OF DATA FOR THE EVALUATION

6.2.1 Existing secondary data

- MAP Laos outputs: FinScope Laos topline findings and data book, MAP Diagnostic report and Synthesis report (and respective presentations)
- Digital Financial Services country strategy for Laos (MM4P)
- Initial applications in response to Request for Application (RFAs)
- Performance-based agreements with FSPs
- Quarterly and annual reports from partner FSPs
- Financial data as required by the Performance-based Agreements
- Baseline for the financial figures on the FSPs
- Quarterly and annual donor reports
- Monitoring mission reports

6.2.2 Additional secondary data

- 8th National Socio-Economic Development Plan (NSED) 2016-2020 –GoL, *draft to be finalized in*

November 2015

- BoL regulation related to the MF sector released since 2010 and current advanced drafts
- BoL DFS pilot licensing framework, BoL 1st draft of DFS regulation shared with the industry in March 2015
- Key sector diagnostics and analysis produced by other relevant organizations: “Access to Finance for the Poor” (GIZ-AFP)
- “Poverty Profile in Lao PDR - Poverty Report for the Lao Consumption and Expenditure Survey 2012–2013” – WorldBank, December 2014
- “Two Decades of Rising Inequality and Declining Poverty in Laos” – ADB, September 2015 *preliminary draft*

6.2.3 Primary data

This set of data will be complemented by a set of primary data methods to be applied during the country visits. This should be proposed by the team in the technical proposal and confirmed during the inception phase.

7 AUDIENCE

The primary audience for this evaluation is the Government of Lao as well as UNCDF and DFAT. It will also help broader MAFIPP partners and stakeholders understand better the challenges and lessons learned around the design and delivery of inclusive quality and affordable financial and non-financial services for low-income people in Lao PDR.

8 MANAGEMENT ROLES AND RESPONSIBILITIES

To ensure independence and fulfilment of UN evaluation standards, the Evaluation Unit of UNCDF in New York is responsible for the design and management of this evaluation and will hire an independent consulting firm to conduct the evaluation. With a view to ensuring maximum ownership of evaluation findings, the evaluation will be supported by an external Reference Group of key stakeholders (see below for more detail).

The consulting firm should be experienced in providing technical services to international development agencies, particularly in the area of international development evaluation, and should have broad experience of the main sectors of international development cooperation, including private sector development and inclusive finance for the poor in South East Asia. In addition, the evaluation team should present more specific experience and expertise in the areas of 1) evaluation; 2) supporting the development of inclusive finance systems in South-East Asia and 3) supporting local financial service providers develop inclusive finance products for low-income people.

The Evaluation Unit will manage the evaluation process with a specific focus on administrative and methodological support at all stages of the evaluation, including accompanying the evaluation team in selected field visits if judged necessary.

As per UNDP’s evaluation policy, to which UNCDF is party, the Evaluation Unit will ensure that the evaluation is conducted according to UNEG Norms and Standards in Evaluation in the UN System, UNEG Code of Conduct for Evaluation in the UN System and UNEG Guidance for Integrating Human Rights and Gender Equality in Evaluation. The evaluation team will also be guided – where relevant - by DFAT M&E Standards 5 (Evaluation Plan) and 6 (Evaluation Reports).

The Reference Group for the evaluation will be composed of representatives from the Government of Lao, the Australian Government as well as senior managers within UNCDF.

The responsibilities of the Reference Group will be to:

- i) review the Terms of Reference
- ii) be available for interview by the evaluators during the course of the evaluation
- iii) review the inception and draft final evaluation reports

Composition of the Reference Group will be confirmed prior to the start of the inception phase of the evaluation.

9 EVALUATION PROCESS

The evaluation process will have 3 distinct phases:

a) Inception Phase and desk review:

- ✓ Methodological briefing between the evaluation team and the Evaluation Unit to ensure a common understanding of the evaluation methodology, approach and main deliverables as per TOR;
- ✓ Stakeholder Mapping and stakeholders selection for data gathering to be conducted by the evaluation team
- ✓ Validation and agreement of the programme theory of change as set out in the proposed evaluation matrix
- ✓ Inception meetings with key programme stakeholders to familiarize the Evaluation Team with the programme objectives, results to date and expectations for this evaluation.
- ✓ Finalization of the FSP selection;
- ✓ Finalization of the evaluation methodology and tools.

b) In-country phase: It is required that the team visits Lao PDR. The visit should take the form of site visits and key informant interviews of program partners, program beneficiaries and broader relevant program stakeholders in the various parts of the country in which the programme is being implemented. De-briefing sessions with the key in-country stakeholders will be organized to present emerging trends and to build ownership of the findings with program counterparts.

A DFAT representative may participate as observer to the visit of the Evaluation Team to Lao PDR. For this reason, the timing of the country visit will be planned in parallel with the DFAT-led evaluation of the LARLP Financial Sector programme that will be organized by LADLF during Q1 2016.

c) Post-Mission Phase: analysis and synthesis stage, interpretation of findings and drafting of the evaluation report.

10 MAIN DELIVERABLES

The proposed timeframe and expected deliverables will be discussed with the Evaluation Team and refined during the inception phase. The final schedule of deliverables will be presented in the inception report. The Evaluation Unit reserves the right to request several versions of the report before sharing the report with other stakeholders and until it meets the quality standards set by UNEG.

The Evaluation Team Leader will be responsible for preparing and submitting the following deliverables:

Deliverables	Description	General Timeframe
INCEPTION PHASE: Inception Report and Data Collection Toolkit (including up to a maximum of three rounds of revisions)	<p>The inception report will present a refined scope and a detailed outline of the evaluation design and methodology, including a validated programme theory of change and an accompanying evaluation matrix with questions, sub-questions, judgment criteria/indicators, data collection methods and information sources. The template will be provided by the Evaluation Unit at the start of the inception phase.</p> <p>The Inception Report should include in Annex a Data Collection Toolkit that includes a set of data collection instruments for both qualitative and quantitative data collection tools to be used in the course of the evaluation (i.e. for qualitative data: interview guides, focus group discussion guide, direct observation forms, questionnaires for consultations with stakeholders, etc); for quantitative data, relevant templates to assess change in basic financial and operational performance of the FSPs over the period supported by UNCDF). The toolkit should also include a proposal around how the different data sources will be organized and synthesized.</p> <p>The 1st draft of the inception report and data collection toolkit will be reviewed by the Evaluation Unit and revised by the Evaluation Team. The Evaluation Team will develop a final Inception Report integrating the feedback received.</p> <p>The Evaluation Team will maintain an audit trail of the comments received and provide a response on how the comments were address in the revised drafts.</p>	
IN-COUNTRY PHASE: Powerpoint presentation of preliminary evaluation findings	<p>At the end of the country phase, the evaluation team will be expected to make a presentation of preliminary evaluation findings to national stakeholders using a 20 – slide powerpoint.</p>	
POST MISSION PHASE: Draft Evaluation Report including completed Evaluation Matrix (including up to a	<p>The draft report should outline clear evidence-based conclusions and findings, following closely the structure and logic of the Evaluation Matrix, and including focused, actionable recommendations (SMART), and a clear, stand-alone Executive Summary. The draft report should meet</p>	

maximum of three rounds of revisions)	<p>DFAT M&E Standard 6.</p> <p>A first draft evaluation report should be shared with the Evaluation Unit for initial feedback. The 2nd draft report should incorporate the Evaluation Unit's feedback and will be shared with the technical staff from FIPA and DFAT. Comments will be integrated into a final draft report.</p> <p>The Evaluation Team is requested to maintain an audit trail of the comments received and provide a response on how the comments were addressed in the revised drafts.</p> <p>A template for the evaluation report will be provided by the Evaluation Unit at the start of the inception phase. Length: maximum 50 pages excluding annexes.</p>	
A summary of key findings from the different data collection tools should be presented as an Annex to the overall Evaluation report for the interested reader, alongside the original data presented in Excel spreadsheets and Word documents for the use of the Evaluation Unit.	<p>Bidders are expected to propose as part of their bid how they will showcase the aggregated data from the different lines of evidence – both qualitative and quantitative – deployed in Annex to the evaluation as well as strategically throughout the evaluation report.</p> <p>The evaluation team will also be expected to provide the contents of the data from the different lines of evidence to the Evaluation Unit at the time they submit the draft Evaluation Report.</p>	Together with draft report
Power Point Presentation for HQ debriefing (max 20 slides and 20 minute presentation)	A PPT summarizing the main findings and recommendations to be used by the team leader in the final de-briefing to senior managers in Headquarter (and DFAT if requested).	
Final Evaluation Report Executive Summary, completed Evaluation Matrix	A final report that incorporates comments received from all partners. This report should meet the relevant UN and DFAT evaluation standards.	
Innovative presentation of the key findings and recommendations	Evaluation team present to a group of stakeholders (inc. government, development partners and the private sector) on the outcomes of the evaluation (using products developed).	

11 COMPOSITION OF EVALUATION TEAM

Bidders are free to propose the most appropriate team that will be able to meet the objectives of this evaluation. That said, it is requested that the proposed team includes at least two inclusive finance and evaluation professionals, including a team leader with at least fifteen years of relevant experience in both inclusive finance and evaluation and one Lao national team member with at least seven years' experience in supporting inclusive finance in Lao PDR and neighboring countries.

The evaluation team should have more specific experience and expertise in the areas of 1) evaluation; 2) supporting the development of inclusive finance systems in Lao PDR and 3) supporting local financial

service providers in their efforts to develop inclusive finance products for underserved markets including female clients.

The **Team Leader** should have the following competencies as a minimum:

Evaluation:

- Proven experience of designing and leading a mix of performance, outcome and/or impact evaluations in the area of international development, applying a variety of mixed-methods evaluation approaches (including theory-of-change-based, utilization-focused, participatory, and gender- and equity-focused evaluations).
- Demonstrated experience in evaluating interventions in the area of inclusive finance (micro, meso and macro levels) including experience using a range of qualitative and quantitative data gathering techniques to assess program results at individual, institutional, sector and policy level.
- Proven experience in evaluating a variety of different modalities in international development evaluation (including standalone projects or programmes, or interventions contributing to broader programmatic interventions conducted by single or multiple partners, including for the UN system).
- Demonstrated experience in integrating gender equality and women's empowerment in evaluation.
- Evidence of formal evaluation and research training, including familiarity with OECD or UN norms and standards for development evaluation.

Inclusive finance:

(Desirable)

- Comprehensive knowledge of inclusive finance industry best practices and experience in applying CGAP benchmarks around good performance of FSPs in developing countries.
- Evidence of microfinance training and experience in providing technical assistance in the inclusive finance sector in developing countries.
- Evidence of experience with inclusive finance programmes to support women's empowerment and gender equality.
- Knowledge and awareness of issues related to the business case for savings-led FSPs, underserved markets (rural and women), alternative delivery mechanisms, Digital Financial Services, financial education.

General competencies:

- Strong interpersonal and managerial skills, ability to work with people from different backgrounds and evidence of delivering good quality evaluation and research products in a timely manner.
- Thorough understanding of key elements of results-based programme management in international development cooperation.
- Experience in policy analysis/ engagement.
- Demonstrated capacity for strategic thinking and excellent analytical and written skills.
- Fluency in English. Knowledge of Laotian is an asset.

Responsibilities (in addition to all other generic responsibilities and expected deliverables outlined in this TOR):

- Documentation review
- Developing and pre-testing the necessary data collection tools (to be presented in the Inception

Report)

- Leading/managing the Evaluation Team in planning and conducting the evaluation
- Deciding on division of labor, roles and responsibilities within the Evaluation Team
- Ensuring the use of best practice evaluation methodologies and adherence to ethical code of conduct
- Leading the presentation of the draft evaluation findings and recommendations for the countries visited
- Leading the drafting and finalization of the evaluation report, integrating to the extent possible all comments received from different partners
- Presenting the main findings and recommendations in the debriefing for UNCDF and DFAT
- Regularly updating UNCDF and DFAT on the progress of the evaluation
- Quality control for the evaluation report
- Adherence to UNCDF templates and other requirements as specified in this TOR

The **Lao national Evaluation Team Member** should have the following competencies and experience:

- Minimum of seven years accumulated experience in microfinance
- A minimum of four years of microfinance management and/or consulting experience
- Must have experience of undertaking/participating in evaluations in inclusive finance (micro, meso and macro levels) including experience using a range of qualitative and quantitative evaluation methodologies to assess program results at individual, institutional, sector and policy level
- Knowledge and awareness of issues related to the business case for savings-led FSPs, underserved markets (rural and women), alternative delivery mechanisms, Digital Financial Services, financial education.
- Extensive microfinance training and technical assistance experience
- Comprehensive knowledge of CGAP benchmarks and industry best practices
- Experience at the country wide sector level/understanding of building inclusive financial sectors in Lao PDR
- Experience in policy analysis/ engagement
- Demonstrated capacity for strategic thinking and excellent analytical and written skills
- Fluency in English required

Responsibilities of Team Members (in addition to all other generic responsibilities and expected deliverables outlined in this TOR):

- Documentation review
- Contributing to developing and pre-testing the necessary data collection tools (to be presented in the Inception Report)
- Ensuring the use of best practice evaluation methodologies
- Leading the presentation of the draft evaluation findings and recommendations for Lao PDR
- Contributing to the drafting and finalization of the evaluation report, integrating to the extent possible all comments received from different partners
- Adherence to UNCDF templates and other requirements as specified in this TOR

In terms of level of effort, interested firms are invited to propose a methodology that includes at least 20 days for the country visit, and 25 days total for the inception phase and write up stage for each consultant.

12 SCOPE OF PROPOSAL PRICE AND SCHEDULE OF PAYMENTS

The technical proposal cannot include any information on costs. The financial proposal should provide a detailed costing for the scope of work and deliverables described above. The Financial Proposal shall list all major cost components associated with the services and the detailed breakdown of such costs, including fees, travel costs, per diem, etc. All outputs and activities described in the offer must be priced separately on a one-to-one correspondence.

Any output and activities described in the offer 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.

In terms of level of effort, interested firms are invited to propose a methodology that includes at least 20 days for the country visit, and an additional 25 days total for the inception phase and write up stage for each consultant.

Schedule of payments:

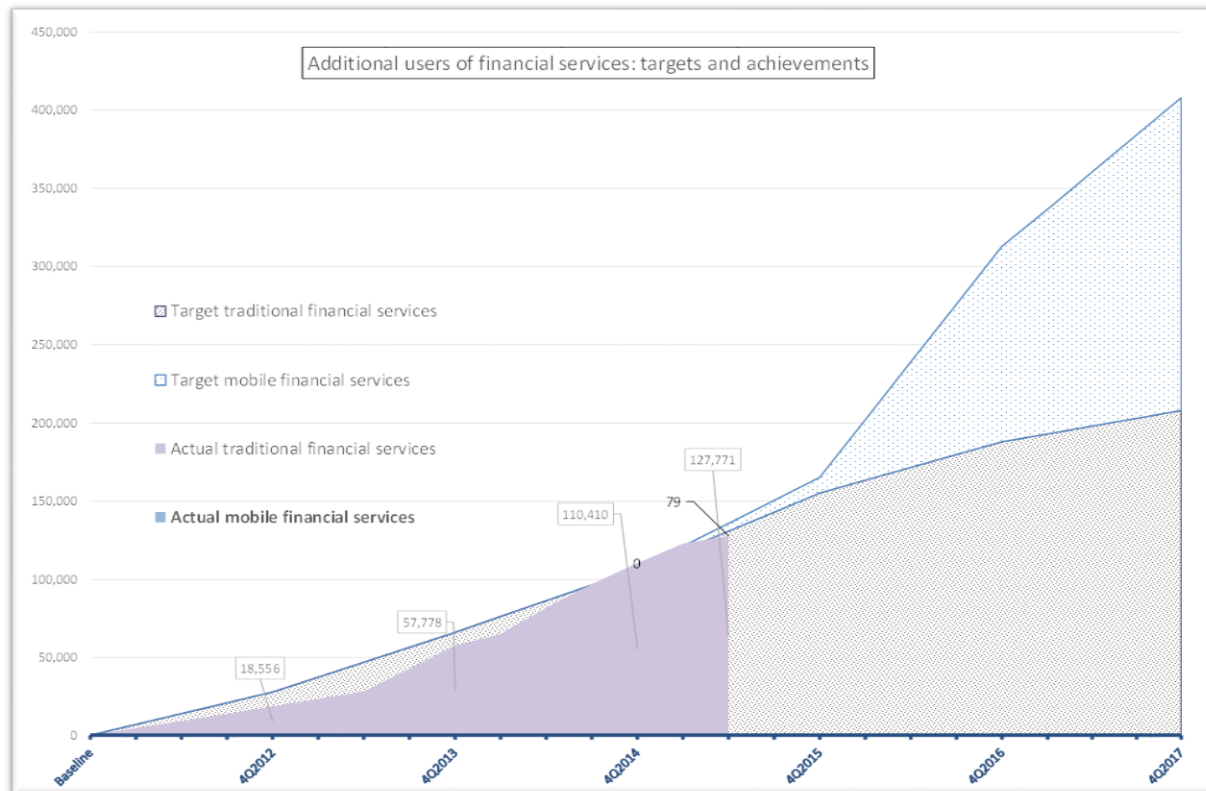
- 35% of contract: upon submission of inception report

- 30% of contract: upon submission of 1st draft report

- 35% of contract: upon approval of final evaluation report.

13 ANNEX 1: OVERALL PROGRESS TO DATE OF EACH PROJECT FUNDED UNDER MAFIPP:

The MAFIPP program in Lao PDR has achieved to reach out to +127,800 additional users of financial services as of Q2 2015 since its inception – out of an objective of +400,000 by end 2017.



Support to pro-poor Financial Service Providers via MicroLead

- **ACLEDA Bank Laos:** grant of \$400,000 signed on October 2012 with term December 2014.

Targets :

- Lifting the number of micro-borrowers (loan size <\$1,500) from the baseline in June 2012 of 2,880 to at least 12,940 by end 2014 with 56% of women borrowers: 4,628 was achieved then after a peak at 5,138 end 2013 with the proportion of women borrowers remaining constant at 49-50%
- The proposed targets for the number of depositors and micro-depositors were achieved: 26,246 micro-depositors en 2014 vs. a baseline of 15,822 (all depositors: 45,310 end 2014 vs. a baseline of 18,227)
- Opening of 5 rural Services Units in Samekhexay District (Attapeu), Nongbook & Hinboun Districts (Khammouane), Phin & Xaybouly Districts (Savannakhet)
- Feasibility study on mobile banking services completed in September 2015: though it concluded on the viability of the investment the management has postponed the investment to 2016

Because ABL failed to achieve most of its quantitative targets (see above plus deteriorating PAR and profitability over 2014) except for the number of depositors and in relation to shortcomings in the feasibility study of mobile banking, the grant was not fully disbursed: \$350,000 was finally paid to ABL

- **CARD MRI** to support a cluster of initially 7 MFIs: grant of \$1,337,610 signed in December 2010 ending December 2015, revised in June 2012 to focus on only 4 MFIs (Ekphatthana DTMFI, Xainyom NDTMFI, SCU Luang Prabang, SCU Huamchai Phatthana).
 - The tremendous growth in the number of depositors (93,500 end 2014 above the proposed target of 76,700 vs. a baseline of 11,900 end 2010) was accepted to compensate the unmet target of borrowers (22,500 end 2014 way below the minimum target of 34,900 vs. a baseline of 7,700 end 2010). Gender outreach was remarkable with 84% women borrowers, above the ratio of women depositors at 63%.
 - Portfolio-at-risk was contained with 2 surges promptly addressed
 - Strong operational profitability in the 120-130% range that grew in 2014 to 169%

The challenge now is to build the subsequent stages to the CARD engagement: finding a follow-on provider of guidance and oversight. Suitable minority foreign equity investors could play this role for the 2 leading MFIs: MAFIPP has introduced Xainyom NDTMFI to such a potential investor which is awaiting a formal invitation from BoL/FISD to perform a thorough due diligence mission and to propose investment terms.

FIF – Fund for Inclusive Finance

- Official launch of the FIF on 02 July 2014 offering grants, loans and direct technical assistance, with the release over 2014 of 6 calls for proposals/Expression of Interest over 2014 that resulted in 59 submissions.
- 6 investment decisions approved by the FIF Investment Committee with a committed amount of \$1.0mn, most notably:
 - \$375,000 2.5-year loan to XMI to support its rural expansion and start a track record for future refinancing: disbursed in 2 tranches March 2015 and September 2015.
 - Grant to EMI for the sustainability of the servicing of savings accounts in schools that are offered to primary and secondary school students in Vientiane, in complement with financial literacy education delivered via the school teachers
 - Direct Technical Assistance to 2 DFS operators to prepare, launch and monitor DFS pilots.

MAP – Making Access Possible *Comprehensive diagnostic and roadmap for government*

- FinScope field survey carried-out November 2014 to January 2015, with results dissemination on 03 July 2015.
- MAP comprehensive diagnostic of the status of financial inclusion in Laos, supply and regulatory aspects and incorporating the outcomes of the demand side analysis (FinScope) presented to all stakeholders on 17 September 2015.
- MAP initial roadmap to be presented to stakeholders early November 2015.

DFS – Digital Financial Services

- 3 operators developed a business case for DFS with the support of MAFIPP over 2014: it helped their management take a decision regarding this promising avenue and to make investment plans. As a result 2 operators committed by the end of 2014 to launch a DFS pilot – BCEL launched its DFS pilot in May 2015 and ETL in the 1st semester 2016.
- DFS pilot licensing framework shared with the industry in December 2014 and first draft of DFS regulation shared in March 2015
- 3 DFS pilot licenses awarded so far: to the bank BCEL in May 2015 and in August 2015 to two Mobile Network Operators, Unitel and ETL.
- After receiving DFS pilot license BCEL launched the pilot project "BCEL Community Money Express (BCOME)" on 19 June 2015 at BCEL HQ, through a well-publicized grand opening BCOME ceremony presided by vice-Governor of Central Bank.

BI – Lao Banking Institute

- Technical Assistance from MAFIPP to BI for the operationalization of the Higher Degree in Microfinance (HDMF): 2-year curriculum for high-school graduates. 1st intake of 100 students in October 2014
 - Drafting of textbooks and capacitation of professors in technical subjects
 - Provision of printing services and equipment for the delivery of the HDMF

MFA – Lao Microfinance Association

- The MFA received a temporary association registration in 2014 from the Ministry of Home Affairs
- Grant of US\$120,000 awarded in June 2014 to support the development of Microfinance Master Certificate Course (MFMCC) for managers of MFIs and for the adoption of client protection principles by the MF industry derived from the SmartCampaign 7 principles.
 - The curriculum of the MFMCC was completed end Q2 2015
 - Training of Trainers underway as of September 2015

14 ANNEX 2: VIENTIANE DECLARATION ON PARTNERSHIP FOR EFFECTIVE DEVELOPMENT COOPERATION (2016-2025)

Introduction

1. We, the Government of the Lao People's Democratic Republic (The Government) and the Development Partners (the Partners), met in Vientiane Capital, Lao PDR on 27th November 2015 in a spirit of full solidarity to enhance our partnership for effective development cooperation. The successful conclusion of the 12th High Level Round Table Meeting has enabled us to assess progress made and learn valuable lessons from the implementation of the 7th National Socio-Economic Development Plan (NSED) 2011-2015 and to generate the means of implementation of the 8th NSED 2016-2020. We are united in partnership that is broader and more inclusive, founded on shared principles, common goals and determined commitments for effective development cooperation.

2. We recognize that Lao PDR and the international community stand at an important juncture in our national and global development agenda. Therefore, we have embarked on a new phase in the unfoldment of our partnership. We look forward to further deepening our dialogue and cooperation across an ever broadening range of development opportunities and to cope with new challenges in order to achieve greater development success.

3. At the national level, the Government continues to strive towards graduating from Least Developed Country (LDC) status particularly through the implementation of the 8th NSED 2016-2020. We are united in working towards the realization of this cherished goal, based on inclusive and sustainable levels of economic growth that result in the attainment of the off-track Millennium Development Goals (MDGs).

4. At the global level, a universal agenda for inclusive and sustainable development (Sustainable Development Goals – SDGs) has been adopted at the United Nations Summit of the Post-2015 Development Agenda in September 2015. We are looking forward to implementing these goals within the framework of our 8th NSED (2016-2020), the 10 year Socio-Economic Development Strategy (2016-2025) and the National Vision 2030.

5. We also recognize that there has been a shift from aid effectiveness to effective development cooperation. Development cooperation has been sustained by the contribution and catalysing effect of Official Development Assistance (ODA), as an important source of international development assistance. ODA will continue to complement other increasingly important forms of development resources, in particular, domestic resource mobilization; south-south and triangular cooperation, knowledge and technology transfer, and the engagement of the private sector to national development agenda.

6. Our original Vientiane Declaration on Aid Effectiveness signed in November 2006 during the 9th High Level Round Table Meeting served us well for the purposes of laying the foundations of our partnership in the core principles of aid coordination. We have made progress in many areas of collaboration. However, there are areas which can be strengthened in order to deliver the off-track MDGs, ensure LDC graduation, pursue the SDGs and ensure better development results. We have therefore agreed to revitalize the original Vientiane Declaration as the framework of our evolving development collaboration within the context of the Global Partnership for Effective Development Cooperation (GPEDC) to fit the circumstances of the Lao PDR.

7. We acknowledge the important role of the Vientiane Declaration Country Action Plan (VDCAP) Secretariat in monitoring and reporting on the implementation of the Vientiane Declaration on Aid Effectiveness. Since 2006 we have welcomed the valuable information provided by the VDCAP Secretariat: 2008 Country Survey on the implementation of the Paris Declaration, 2008 Country Report on the implementation of the Vientiane Declaration, 2011 Country Survey on the implementation of the Paris Declaration and 2014 Country Survey on the implementation of the Vientiane Declaration and the 2015 VDCAP Desk Review Exercise.

(There will be another brief paragraph on the achievements/progress and areas for improvements of the Vientiane Declaration on Aid Effectiveness (VDI))

Enhanced Partnership Declaration

8. This Declaration is developed in a spirit of mutual understanding, transparency and accountability of all relevant development stakeholders. It aims to enhance the partnership to provide greater support for the national poverty reduction efforts, sustained and inclusive growth taking into consideration economic, social and environmental dimensions of sustainable development and the capacity of human resources and institutions.

9. This Declaration represents a shared recognition between the Government and the Partners on enhancing partnership for effective development cooperation in the Lao PDR. In this regard, we will undertake a joint exercise to prepare a Country Action Plan (CAP) to implement this Declaration.. The CAP will identify concrete time-bound actions that will be reviewed and reported on an annual basis. We will make available appropriate resources, knowledge and capacity to implement this CAP.

1. Ownership

10. We acknowledge the strong leadership and high level of commitment from the Government over the development, implementation and reporting of successive NSEDs and in facilitating an open, thorough and inclusive consultative processes taking into account different levels of participation and perspectives from all relevant development stakeholders.

11. The Partners will support the Government's leadership to harness the policy, programmatic and operational partnership that exists to appropriate effect on a sector by sector basis. This will require concentrated and sustained efforts to strengthen the functioning of the Sector Working Groups (SWGs) as mechanisms for consultation, technical analysis and effective cooperation to advance the national development agenda. This entails the full commitment and participation of relevant Government line ministries and development partners working together on the development effectiveness principles specified under this Declaration. It also involves strengthening the linkage between the agenda and work program of the SWGs to the national planning priorities.

12. The Government will lead in the development and operationalization of the monitoring and evaluation (M&E) framework of respective NSEDs with improved national statistical information. In addition, the Government will accelerate its efforts to translate the NSEDs into prioritised and results-oriented operational programs in the medium term expenditure framework and associated annual plans and budgets.

13. The Government will continue to integrate Official Development Assistance (ODA) into mainstream planning and budgeting frameworks alongside that of domestic public investment in core development programs. The Government is committed to enhance budget transparency including efforts to ensure aid is on budget. This will help facilitate the use of country systems by the Partners. In particular, the Government continues to exercise effective leadership, coordination, tracking, analysis and reporting of development financing in a timely and transparent manner through facilitating and maintaining an quality partnership based on dialogue and consensus.

14. With support from the Partners, the Government leads in identifying capacity needs at different levels for improved service delivery. In particular, the Government is committed to further strengthening capacity building objectives in the NSEDP which will be translated into strategies and plans, and to working with the Partners to develop and implement a comprehensive, long-term capacity building programs.

2. Alignment

15. We will build further on our respective commitments set out in the Vientiane Declaration on Aid Effectiveness (2006) to use country systems for development cooperation in support of activities managed by the public sector. To facilitate this, the Government and the Partners will jointly pursue mutually agreed diagnostic tools, risk assessments and mitigation measures with a view to maximizing the use of such country systems in the medium term, on the basis of comprehensive and transparent national budget information. This will contribute to build and reinforce the capacity of national systems, thereby gradually minimising project implementation units (PIUs) within line ministries and to avoid parallel structures and processes wherever possible.

16. Where the use of country systems is not possible, the Partners will state the reasons for non-use, and will discuss with the Government on what would be required to move towards appropriate use, including any necessary assistance or changes for the strengthening of systems.

17. To help ensure the alignment of aid flows with national development priorities the Government and the Partners will jointly work on the management and reporting of increasingly harmonized development assistance which should be systematic, effective, accountable and transparent, consistent with the OECD-DAC and the International Aid Transparency Initiative (IATI) and others as appropriate. In addition, the Government will enhance an effective process of ODA data collection which will be built on valuable lessons learnt from the implementation of currently available country systems such as the Aid Management Platforms (AMP).

18. The Government and the Partners will work together to enhance future development cooperation through consultative processes, to provide indicative commitments of development cooperation over a Medium Term Expenditure Framework¹³. In particular, to facilitate the use of country systems by the Partners, the Government will enhance its efforts to release the national budget and its development financing requirements in a timely and transparent manner.

19. In addition, the Government will further enhance the linkage between budgetary and

¹³ Ministry of Finance will double check if this is the right term to use.

planning processes within the formulation of prioritized, evidence-based and results-oriented annual NSEDPs (annual implementation plan) with accompanying development sector programs. In particular the Government and the Partners acknowledge the importance of the transparency of the national budget contributing to a meaningful consultation process.

3. Harmonisation and Simplification

20. The Government and the Partners will jointly carry out planning, review, monitoring and evaluation of priority development effectiveness issues which should be undertaken in supporting the realization of the national development agenda. This will build on the current country donor joint review mechanisms, training and field missions. This requires an ongoing commitment to ensure that principles of human resource management (recruitment, assessment, training of staff) are harmonized to improve and strengthen national capacities, procedures and incentives.

21. The Government and the Partners will explore the possibility in increasingly pursuing Program-Based Approaches (PBAs) within national development frameworks and development plans. This will require the Government and the Partners to work closely to identify how each others' comparative advantages can contribute most to the partnership and to the delivery of development results at the national, sectoral and provincial levels.

22. To the extent possible, the Partners will seek to rationalise their regulations and procedures by implementing common arrangements for planning, design, funding, disbursement, implementing, monitoring, evaluating, and reporting to the Government on the Partners' activities and development financing flows. The Partners will continue to strive towards delegation of financial authority, staffing, and roles and responsibilities in the design and implementation of development programs.

23. The Government will continue providing its views on the comparative advantages of the Partners and on the ways to increase Partner complementarity at country, sectoral and provincial levels. The Partners will maintain a clear plan to make full use of their respective comparative advantages at national, sectoral and provincial levels by aligning their support to national priorities in close consultation with the Government.

4. Inclusive Partnerships for Development Results

24. Together, we will further increase our focus on inclusive partnership for development results. We now all form an integral part of a more inclusive development agenda, in which multiple actors collaborate and participate on the basis of common goals, shared principles and differential commitments. On this same basis, we welcome the greater inclusion of south-south partners, civil society, the private sector and other actors under the existing consultation and dialogue process.

25. Within the national institutional environment, the role of National Assembly will be strengthened in the oversight of development processes, representation and law making. This will be supported by capacity development - backed by adequate resources and appropriate action plans.

26. The Government will also further support local governments to enable them to be more proactive to drive the development process, to strengthen service delivery functions, and to enhance participation

and accountability at the sub-national levels.

27. In recognition of the very significant contribution to growth being made by emergent nations to the development partnership, in particular from neighbouring and ASEAN countries, further efforts will be undertaken to benefit from the flows of public and private resourcing, as well as skills and technology transfers which form an increasingly important source of development in Lao PDR¹⁴.

28. The Government will continue its efforts in enabling both International Non-Government Organisations (INGOs) and National non-Profit Associations (NPAs) alongside that of philanthropic foundations, development trusts, research institutes, think-tanks and academic institutions to carry out their implementation activities. These partners enrich our conversations on vital human and environmental development challenges. They generate knowledge and learning, make an important contribution to policy discussions by promoting rights-based approaches, and help shape development policies and partnerships. Through their implementation activities they also generate valuable insights, innovative resourcing and often reach out and deliver services to the most impoverished citizens. The Government and the Partners encourage them to implement practices that strengthen their accountability, knowledge sharing and their contribution to development effectiveness, guided by international and national principles and framework.

29. To further strengthen partnerships for development results, the Government and the Partners will jointly enhance results-based management and demonstration of results will be based on clear and verifiable evidence. To do so, an ongoing support will be required for the Lao PDR's statistical, monitoring and evaluation regulations and procedures. In particular, the Government will develop a comprehensive national NSEDMP Monitoring and Evaluation Framework and platforms which will be adopted as a common tool among all concerned actors to assess performance based on a manageable number of output and outcome indicators drawn from the key development priorities and goals of the country. The Partners will then minimise their use of additional frameworks to the extent possible

30. In line with the Government's policy to promote gender equality for greater development results, a specific system for monitoring gender inequality and regional disparities will be put in place. The Government and the Partners will jointly undertake accelerated efforts to collect, analyse, report and disseminate harmonized approaches to disaggregated data. This will greatly assist and inform policy and investment decisions, ensuring in turn that public expenditures are targeted appropriately to benefit both women and men and to provinces and districts most impacted by poverty and vulnerability. Targets for gender equality and women's empowerment, as well as for local poverty reduction, will be integrated into local accountability and transparency mechanisms, grounded in existing international and regional commitments.

31. Within the SDGs' framework, the Government will enhance coherence, transparency and predictability across various approaches for effective climate finance, proper disaster management and broader development cooperation. The Partners will continue to support national climate change policy and planning as an integral part of overall national development plans, and ensure that where appropriate these measures are financed, delivered and monitored through developing a country system in a

¹⁴ Ministry of Foreign Affairs to double check with ASEAN Department for wording

transparent manner. In particular, with the Partners' support, the Government will take the lead to enhance a comprehensive assessment of environmental and climate change impact. This extends to the current requirement to strengthen technical and policy capacity for social, environmental and cultural impact analysis, management of disaster and climate change. They will accompany the enforcement of legislation.

5. Transparency, Predictability and Mutual Accountability

32. We acknowledge the national progress made towards mutual accountability under the implementation of the Vientiane Declaration on Aid Effectiveness. The partnership aims to build on these gains and make further progress in the areas of accountability and transparency.

33. The Government undertakes to produce a transparent and accountable national budget to which the development partners can align their financing in a predictable manner. The Government will also provide transparent financial reporting on implementation of the National Budget, across the development sectors, to enable development results to be properly assessed.

34. The Government and the Partners will jointly carry out annual reviews on progress in implementing the commitments on effective development cooperation and improved development outcomes through existing and increasingly objective country level mechanisms. A Country Action Plan (CAP) and indicators will be jointly devised through which to guide and monitor implementation of this Declaration. The indicators, reflecting those defined in the Global Partnership Monitoring Framework, will be tailored to the context of the Lao PDR. They will include time-bound targets, as appropriate. Indicators will be incorporated in the Action Plan will include a framework for monitoring progress both on implementation of the Action Plan and the outcomes

35. The Government and the Partners will use the results-oriented M&E framework of the NSEDP to provide the basis for recording progress towards the goals and targets set for each sector, together with an open assessment of the relative contribution made by each agency to the accomplishment of these objectives, including lessons learned and steps to be taken to effect ongoing improvement of performance in the sector.

36. In this regard, we will work to improve the availability and public accessibility of information on development cooperation and other development resources, building on our respective commitments in this area. The Government and Partners will work together to monitor and report development aid flows to Lao PDR. The national budget will be used for reporting on budget execution of national finances allocated to the development sectors as part of the Government's undertaking on accountability for funds and results to the National Assembly and citizens.

6. Domestic resource mobilization

(MOF to check and get back by the end of September)

37. The combination of good governance, increased effectiveness and the mobilization of increasing levels of government revenues are required for long-term sustainable streams of direct development financing. Leveraging private financing for innovative investment in public services is also key to unlocking additional stream of development financing, institutional and human development, social protection, and

basic infrastructure, thereby underpinning strong and inclusive economic growth.

38. In this regard, with support from the Partners, the Government will seek to:
- a) Increase the mobilization of public and private domestic resources to support development;
 - b) Strengthen the taxation system sustained by a broader tax base, ensuring greater tax compliance within a progressive structure that is fair and just, in line with international standards of tax good governance;
 - c) Strengthen measures to combat corruption, tax evasion and avoidance, and stem illicit financial outflows that hinder public domestic finance collection and which deprive the nation of its due development expenditures;
 - d) Strengthen and develop an inclusive domestic financial sector and other related issues as well as the sustainable management of natural resources accompanied by better governance of extractive industries;
 - e) Better align private incentives with public goals, creating a policy environment that encourages an increase in public-private ventures and for-profit investment in these areas;
 - f) Promote an enabling and more equitable international trade environment that contributes measurably to sustainable development.

7. South-South Cooperation, Triangular Cooperation, and Knowledge Sharing

39. The Government and the Partners recognise that many countries engaged in South-South Cooperation both provide and receive diverse resources and expertise at the same time, and that this should enrich cooperation without affecting a country's eligibility to receive assistance from others. We will strengthen our knowledge sharing and mutual learning endeavours by:

- a) Deepening understanding of the nature and modalities of South-South cooperation and the ways and means to enhance and accelerate its development impact;
- b) The development and scaling up of triangular cooperation initiatives, both at strategic, policy and project level;
- c) Encouraging the development of networks for knowledge exchange, peer learning and co-ordination among South-South cooperation actors as a means of facilitating access to important knowledge pools;
- d) Enhancing our collective knowledge concerning the possible arrangements for a facilitation mechanism to promote the development, transfer and dissemination of clean and environmentally sound technologies that can be utilized to the advantage of Lao PDR;
- e) Greater integrating south-south cooperation partners in coordination structures such as the RTP and SWG.

8. Business as a Partner in Development

40. The Government and the Partners recognize that private companies are ready to change how they do business by making the allocation of capital more inclusive and sustainable. More can be done in Laos to ensure that our key business partners make an important contribution to poverty eradication, human development and environmental sustainability through strong and inclusive economic growth, wealth and decent jobs creation, entrepreneurship, productivity and innovation, knowledge sharing and technology transfer, and expanded access to goods and services for all. In this context, we emphasize the critical importance of promoting an enabling business and investment environment for large, small and micro enterprises that are conducive to inclusive and sustainable development, and in accordance with national

public policy and regulatory frameworks.

41. Both the domestic private sector and FDI to Laos can contribute significantly to the social, economic and sustainable development of the nation. We appreciate the private sector's contribution to the shared responsibility of ensuring development that is inclusive and sustainable as well as to adhering to our mutual anti-corruption, transparency and accountability principles, in all their respects.

42. In this regard, the Government will seek to create appropriate platforms and hubs for inclusive and structured and ongoing multi-stakeholder dialogue across a broad range of public-private interests. This will be particularly needed for public-private finance mechanisms designed to appropriately share investment risks whilst maximizing economic, social and environmental development impact.

43. In particular, the Government will engage with representative business associations, trade unions and others to improve the legal, regulatory and administrative environment for the mobilisation and attraction of private investment in development activity. This will include taking into account social and environmental safeguards. The Government will also ensure a sound policy and regulatory environment for private sector development, increased foreign direct investment, public-private partnerships, the strengthening of value chains in an equitable manner. It will give particular consideration to national and regional dimensions, and the scaling up of efforts in support of development goals and relevant international initiatives.

44. We encourage the application of corporate social responsibility (CSR) as a form of [corporate self-regulation](#) integrated into a [business model](#). CSR policy functions will be a self-regulatory mechanism whereby a business monitors and ensures its active compliance with the spirit of the law, ethical standards and national or international [norms](#).

III. The Way Forward

45. Maximizing the synergies, taking advantage of the complementarities and building on the optimal interplay of all sources of all financing and resourcing is essential to make this development effectiveness partnership a complete success. The manner and extent to which we align our resourcing and policy frameworks to achieving sustainable and inclusive development in Lao PDR is central to our common agenda moving forward.

46. We will continue to invest heavily in our inclusive partnership approach and to a healthy dialogue that converges on the principles and practices of the post-2015 sustainable development agenda so recently recommitted to by our leaders at the Global Summit at the United Nations in New York.

47. A taskforce comprising representatives of the Government and the Partners will be responsible for preparation of the Country Action Plan, which will be reviewed and finalized with the involvement of all stakeholders. This will be accomplished by 30 September 2016 and presented at the Annual Review of the NSEDP for approval, and in subsequent years for monitoring.

IV. Signature

Signed at this 12th High Level Round Table Meeting on 27 November 2015, in Vientiane, Lao People's Democratic Republic.

For the Government of the Lao PDR

For Development Partners

Section 4: Proposal Submission Form¹⁵

[insert: Location]

[insert: Date]

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

Dear Sir/Madam:

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

We hereby declare that :

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

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

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

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

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,

¹⁵ 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 Form¹⁶

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

RFP No.: *[insert number]*

Page _____ of _____ pages

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

¹⁶ 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.

Joint Venture Partner Information Form (if Registered)¹⁷

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>		
14. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> All eligibility document requirements listed in the Data Sheet <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2. <input type="checkbox"/> In case of government owned entity, documents establishing legal and financial autonomy and compliance with commercial law.		

¹⁷ 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.

Section 6: Technical Proposal Form

<p>TECHNICAL PROPOSAL FORMAT</p> <p>INSERT TITLE OF THE SERVICES</p>
--

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

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

SECTION 1: EXPERTISE OF FIRM/ ORGANISATION (Maximum 4 pages)																					
<p><i>This section should fully explain the Proposer's resources in terms of personnel and facilities necessary for the performance of this requirement. All contents of this section may be modified or expanded depending on the evaluation criteria stated in the RFP.</i></p> <p>1.1 Brief Description of Proposer as an Entity: Provide a brief description of the organization / firm submitting the proposal, its legal mandates/authorized business activities, the year and country of incorporation, types of activities undertaken, and approximate annual budget, etc. Include reference to reputation, or any history of litigation and arbitration in which the organisation / firm has been involved that could adversely affect or impact the performance of services, indicating the status/result of such litigation/arbitration.</p> <p>1.2. Financial Capacity: Provide the latest Audited Financial Statement (Income Statement and Balance Sheet) duly certified by a Public Accountant, and with authentication of receiving by the Government's Internal Revenue Authority. Include any indication of credit rating, industry rating, etc.</p> <p>1.3. Track Record and Experiences: Provide the following information regarding corporate experience within the last five (5) years which are related or relevant to those required for this Contract.</p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 12.5%;">Name of project</th> <th style="width: 12.5%;">Client</th> <th style="width: 12.5%;">Contract Value</th> <th style="width: 12.5%;">Period of activity</th> <th style="width: 12.5%;">Types of activities undertaken</th> <th style="width: 12.5%;">Status or Date Completed</th> <th style="width: 12.5%;">References Contact Details (Name, Phone, Email)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)														
Name of project	Client	Contract Value	Period of activity	Types of activities undertaken	Status or Date Completed	References Contact Details (Name, Phone, Email)															

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

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

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

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

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

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

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

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

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

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

2.9 Statement of Full Disclosure: This is intended to disclose any potential conflict in accordance with the definition of "conflict" under Section 4 of this document, if any.

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

SECTION 3: PERSONNEL (maximum 2 page per CV)

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

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

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

Name:		
Position for this Contract:		
Nationality:		
Contact information:		
Countries of Work Experience:		
Language Skills:		
Educational and other Qualifications:		
Summary of Experience: <i>Highlight experience in the region and on similar projects.</i>		
Relevant Experience (From most recent):		
Period: From – To	Name of activity/ Project/ funding organisation, if applicable:	Job Title and Activities undertaken/Description of actual role performed:
<i>e.g. June 2004-January 2005</i>		
<i>Etc.</i>		
<i>Etc.</i>		
References no.1 (minimum of 3):	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.2	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Reference no.3	<i>Name Designation Organization Contact Information – Address; Phone; Email; etc.</i>	
Declaration: I confirm my intention to serve in the stated position and present availability to serve for the term of the proposed contract. I also understand that any wilful misstatement described above may lead to my disqualification, before or during my engagement. <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 60%;"> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Signature of the Nominated Team Leader/Member </div> <div style="width: 35%; text-align: right;"> Date Signed </div> </div>		

Section 7: Financial Proposal Form¹⁸

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

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

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

A. Cost Breakdown per Deliverables*

SN	Deliverables <i>[list them as referred to in the TOR]</i>	Staff involved	Daily rate	Time effort in days	Total estimated amount
1	Deliverables				
1.1	Inception Report and Data Collection Toolkit (including up to a maximum three rounds of revisions)				
1.2	Power point presentation of preliminary evaluation findings				
1.3	Draft evaluation report, included completed Evaluation Matrix (including up to a maximum of three rounds of revisions)				
1.4	A summary of key findings from the different data collection tools should be				

¹⁸ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

	presented as an Annex to the overall Evaluation report for the interested reader, alongside the original data presented in Excel spreadsheets and Word documents for the use of the Evaluation Unit.				
1.5	Power Point Presentation for HQ debriefing (max 20 slides and 20 minute presentation)				
1.6	Final Evaluation Report with Executive Summary, completed Evaluation Matrix				
1.7	Innovative presentation the key findings and recommendations				
1.8	Sub-total deliverables	100%	USD		
2	Operational costs				
2.1	Travel - economy				
2.2	Per Diem allowances				
2.3	Other expenses (communications, equipment lease...)				
2.4	Sub-total operational costs				
	TOTAL COSTS (2+1)				

**Basis for payment tranches*

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.

Section 8: Presentation

The Proposals that score at least 560 on 800 points during the first step of the Technical evaluation will be invited to do a presentation on January 26th and 27th 2015 between 10 AM and 3 PM. Note that these dates are tentative.

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

A discussion will follow the presentation for 15 minutes focusing on clarification and request for additional information.

The presentation is scored on 200 points.

Section 9: Contract for Professional Services

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

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

Date _____

Dear Sir/Madam,

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

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

1. Contract Documents

1.1 This Contract is subject to the UNCDF General Conditions for Professional Services attached hereto as Annex I. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".

1.2 The Contractor and UNCDF also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:

- a) this Letter;
- b) the Terms of Reference [ref.dated.....], attached hereto as Annex II;
- c) the Contractor's Proposal [ref....., dated]
- d) The UNCDF Request for Proposal [ref....., dated.....]

1.3 All the above shall form the Contract between the Contractor and UNCDF, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

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

and in accordance with the Contract.

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

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

....
....

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

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

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

[LIST DELIVERABLES]

[INDICATE DELIVERY DATES]

e.g.

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

- 2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by _____ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.
- 2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNCDF for the purpose of entering into this Contract, as well as the quality of the deliverables and reports foreseen under this Contract in accordance with the highest industry and professional standards.

OPTION 1 (FIXED PRICE)

3. Price and Payment

- 3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNCDF shall pay the Contractor a fixed contract price of _____ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.
- 3.2 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Contractor in the performance of the Contract.
- 3.3 Payments effected by UNCDF to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNCDF of the Contractor's performance of the Services.
- 3.4 UNCDF shall effect payments to the Contractor after acceptance by UNCDF of the invoices submitted by the Contractor to the address specified in 9.1 below, upon achievement of the corresponding milestones and for the following amounts:

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

Invoices shall indicate the milestones achieved and corresponding amount payable.

OPTION 2 (COST REIMBURSEMENT)

3. Price and payment

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

OR

- 3.5. The Contractor shall submit an invoice for _____ **[INSERT AMOUNT AND CURRENCY OF THE ADVANCE PAYMENT IN FIGURES & WORDS]** upon signature of this Contract by both parties and invoices for the work done every _____ **[INSERT PERIOD OF TIME OR MILESTONES]**.
- 3.6 Progress and final payments shall be effected by UNCDF to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNCDF. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.
4. **Special conditions**
- 4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNCDF's property in the Contractor's custody, rests with the Contractor.
- 4.2 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNCDF of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNCDF.

4.3 The amounts of the payments referred to under section 3.6 above shall be subject to a deduction of _____ **[INSERT PERCENTAGE THAT THE ADVANCE REPRESENTS OVER THE TOTAL PRICE OF THE CONTRACT]** % (... percent) of the amount accepted for payment until the cumulative amount of the deductions so effected shall equal the amount of the advance payment.

4.4 Owing to [.....], Article(s) [.....] of the General Conditions in Annex I shall be amended to read/be deleted.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....

5.2 Invoices submitted by fax shall not be accepted by UNCDF.

6. Time and manner of payment

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

6.2 All payments shall be made by UNCDF to the following Bank account of the Contractor:

_____ **[NAME OF THE BANK]**

_____ **[ACCOUNT NUMBER]**

_____ **[ADDRESS OF THE BANK]**

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than _____ **[INSERT DATE]** and shall complete the Services within _____ **[INSERT NUMBER OF DAYS OR MONTHS]** of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

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

9. Notifications

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

For the UNCDF:

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

For the Contractor:

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

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

Yours sincerely,

[INSERT NAME AND DESIGNATION]

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

Agreed and Accepted:

Signature _____
Name: _____
Title: _____
Date: _____



UNCDF GENERAL CONDITIONS OF CONTRACT FOR SERVICES

1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Capital Development Fund (UNCDF). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNCDF or the United Nations.

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNCDF.

5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNCDF for all sub-contractors. The approval of UNCDF of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNCDF or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNCDF, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

8.1 The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

8.2 The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

8.3 The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.4 Except for the workmen's compensation insurance, the insurance policies under this Article shall:

8.4.1 Name UNCDF as additional insured;

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

8.4.3 Provide that the UNCDF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

8.5 The Contractor shall, upon request, provide the UNCDF with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNCDF against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

10.0 TITLE TO EQUIPMENT: Title to any equipment and supplies that may be furnished by UNCDF shall rest with UNCDF and any such equipment shall be returned to UNCDF at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNCDF, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNCDF for equipment determined to be damaged or degraded beyond normal wear and tear.

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

11.1 Except as is otherwise expressly provided in writing in the Contract, the UNCDF shall be entitled to all

intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNCDF under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNCDF.

11.2 To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNCDF does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNCDF a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

11.3 At the request of the UNCDF; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNCDF in compliance with the requirements of the applicable law and of the Contract.

11.4 Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNCDF, shall be made available for use or inspection by the UNCDF at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNCDF authorized officials on completion of work under the Contract.

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

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNCDF, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNCDF or THE United Nations, or any abbreviation of the name of UNCDF or United Nations in connection with its business or otherwise.

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party, and that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

13.1 The recipient ("Recipient") of such information shall:

13.1.1 use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,

13.1.2 use the Discloser's Information solely for the purpose for which it was disclosed.

13.2 Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

13.2.1 any other party with the Discloser's prior written consent; and,

13.2.2 the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and

agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

13.2.2.1 a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

13.2.2.2 any entity over which the Party exercises effective managerial control; or,

13.2.2.3 for the UNCDF, an affiliated Fund such as UNCDF, UNIFEM and UNV.

13.3 The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNCDF sufficient prior notice of a request for the disclosure of Information in order to allow the UNCDF to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

13.4 The UNCDF may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

13.5 The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

13.6 These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

14.1 In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNCDF, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNCDF of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNCDF shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

14.2 If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNCDF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

14.3 Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

14.4 The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNCDF is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

15.1 Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

15.2 UNCDF reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNCDF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

15.3 In the event of any termination by UNCDF under this Article, no payment shall be due from UNCDF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

15.4 Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNCDF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNCDF of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

16.1 Amicable Settlement: The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

16.2 Arbitration: Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 32 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

17.0 PRIVILEGES AND IMMUNITIES:

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

18.0 TAX EXEMPTION

18.1 Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNCDF to determine a mutually acceptable procedure.

18.2 Accordingly, the Contractor authorizes UNCDF to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNCDF before the payment thereof and the UNCDF has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNCDF with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

19.0 CHILD LABOUR

19.1 The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

19.2 Any breach of this representation and warranty shall entitle UNCDF to terminate this Contract immediately upon notice to the Contractor, at no cost to UNCDF.

20.0 MINES:

20.1 The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

20.2 Any breach of this representation and warranty shall entitle UNCDF to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNCDF.

21.0 OBSERVANCE OF THE LAW:

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

22.0 SEXUAL EXPLOITATION:

22.1 The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNCDF to terminate the Contract immediately upon

notice to the Contractor, without any liability for termination charges or any other liability of any kind.

22.2 The UNCDF shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 SECURITY:

23.1 The Contractor shall:

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

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

24.0 AUDITS AND INVESTIGATIONS:

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

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

25.0 ANTI-TERRORISM:

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

26.0 AUTHORITY TO MODIFY:

Pursuant to the Financial Regulations and Rules of UNCDF, only the UNCDF Authorized Official possesses the

authority to agree on behalf of UNCDF to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNCDF unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNCDF Authorized Official.
