



REQUEST FOR PROPOSAL (RFP)

Dear Sir / Madam:

We kindly request you to submit your Proposal for **Case Study Research and Writing, Alternative Delivery Channels (ADC) and Customer Behaviors**.

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

Proposals may be submitted on or before **21 June 2016, Tuesday, 6pm EST** (New York) time via email: uncdf.procurement@uncdf.org and marked with: **RFP/ UNCDF/2016/29559 - Case Study Research and Writing, Alternative Delivery Channels (ADC) and Customer Behaviors**.

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

Proposer shall send separate proposals for: 1) Technical proposal; 2) Financial proposal as separate attachments to the message(s). The Subject line of the E-mail(s) should state -- ***“Technical proposal- RFP/UNCDF/2016/29559 - Case Study Research and Writing, Alternative Delivery Channels (ADC) and Customer Behaviors*** and in a separate email - ***“Financial proposal - RFP/UNCDF/2016/29559 - Case Study Research and Writing, Alternative Delivery Channels (ADC) and Customer Behaviors - DO NOT OPEN”***

To secure your financial offer please SET-UP A PASSWORD for the Financial Proposal which will be requested as follows:

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.

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

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

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

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

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

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

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

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

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

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

Thank you and we look forward to receiving your Proposal.

Sincerely yours,

Hermann Messan

MicroLead Programme
Specialist, FIPA UNCDF
5/31/2016

Description of Requirements

Context of the Requirement	Research and Knowledge Management Click here to enter text.
Implementing Partner of UNCDF	n/a
Brief Description of the Required Services ¹	Case Study, Research and Writing on Alternative Delivery Channels and Customer Behaviors
List and Description of Expected Outputs to be Delivered	Research Paper
Person to Supervise the Work/Performance of the Service Provider	<i>MicroLead Programme Specialist, FIPA UNCDF</i>
Frequency of Reporting	<i>Weekly and as needed/ required</i>
Progress Reporting Requirements	Weekly Reports Draft Report Final Report
Location of work	<input checked="" type="checkbox"/> At Contractor's Location
Expected duration of work	Two Months
Target start date	4 July 2016
Latest completion date	15 September 2016
Travels Expected	No travel expected
Implementation Schedule indicating breakdown and timing of activities/sub-activities	<input checked="" type="checkbox"/> Required, graphical representation
Names and curriculum vitae of individuals who will be involved in completing the services	<input checked="" type="checkbox"/> Required
Currency of Proposal	<input checked="" type="checkbox"/> United States Dollars
Value Added Tax on Price Proposal ²	<input checked="" type="checkbox"/> must be exclusive of VAT and other applicable indirect taxes

¹ A detailed TOR may be attached if the information listed in this Annex is not sufficient to fully describe the nature of the work and other details of the requirements.

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

Validity Period of Proposals (Counting for the last day of submission of quotes)	<input checked="" type="checkbox"/> 120 days In exceptional circumstances, UNCDF may request the Proposer to extend the validity of the Proposal beyond what has been initially indicated in this RFP. The Proposal shall then confirm the extension in writing, without any modification whatsoever on the Proposal.																				
Partial Quotes	<input checked="" type="checkbox"/> Not permitted																				
Payment Terms ³	<table><tr><th>Outputs</th><th>Percentage</th><th>Timing</th><th>Condition for Payment Release</th></tr><tr><td>Research Knowledge Product - Draft</td><td>20%</td><td>1 August 2016</td><td rowspan="4">Within thirty (30) days from the date of meeting the following conditions: a) UNCDF's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.</td></tr><tr><td>Case Study supporting the Research and Knowledge Product – Draft</td><td>25%</td><td>1 August 2016</td></tr><tr><td>Research Knowledge Product – Final Version</td><td>25%</td><td>15 September 2016</td></tr><tr><td>Case Study supporting the Research and Knowledge Product – Final Version</td><td>30%</td><td>15 September 2016</td></tr></table>				Outputs	Percentage	Timing	Condition for Payment Release	Research Knowledge Product - Draft	20%	1 August 2016	Within thirty (30) days from the date of meeting the following conditions: a) UNCDF's written acceptance (i.e., not mere receipt) of the quality of the outputs; and b) Receipt of invoice from the Service Provider.	Case Study supporting the Research and Knowledge Product – Draft	25%	1 August 2016	Research Knowledge Product – Final Version	25%	15 September 2016	Case Study supporting the Research and Knowledge Product – Final Version	30%	15 September 2016
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Person(s) to review/inspect/ approve outputs/completed services and authorize the disbursement of payment	Programme Specialist, FIPA UNCDF																				
Type of Contract to be Signed	<input checked="" type="checkbox"/> Purchase Order and/ or <input checked="" type="checkbox"/> Contract for Professional Services																				
Criteria for Contract Award	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals, respectively, where the minimum passing score of technical proposal is 70%																				

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

	<input checked="" type="checkbox"/> Full acceptance of the UNCDF Contract General Terms and Conditions (GTC). This is a mandatory criteria and cannot be deleted regardless of the nature of services required. Non acceptance of the GTC may be grounds for the rejection of the Proposal.
Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <input checked="" type="checkbox"/> Expertise of the Firm 30% <input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the Implementation Plan 30% <input checked="" type="checkbox"/> Management Structure and Qualification of Key Personnel 30% <input checked="" type="checkbox"/> Experience in documenting knowledge 10% <p><u>Financial Proposal (30%)</u> To be computed as a ratio of the Proposal's offer to the lowest price among the proposals received by UNCDF.</p>
UNCDF will award the contract to:	<input checked="" type="checkbox"/> One and only one Service Provider
Annexes to this RFP ⁴	<input checked="" type="checkbox"/> Form for Submission of Proposal (Annex 2) <input checked="" type="checkbox"/> General Terms and Conditions / Special Conditions (Annex 3) ⁵ <input checked="" type="checkbox"/> Detailed Terms of References (Annex 4) <input checked="" type="checkbox"/> For detailed Scoring matrix (Annex 5)
Contact Person for Inquiries (Written inquiries only) ⁶	<p>Uncdf.procurement@uncdf.org</p> <p>Any delay in UNCDF's response shall be not used as a reason for extending the deadline for submission, unless UNCDF determines that such an extension is necessary and communicates a new deadline to the Proposers.</p>

⁴ Where the information is available in the web, a URL for the information may simply be provided.

⁵ Service Providers are alerted that non-acceptance of the terms of the General Terms and Conditions (GTC) may be grounds for disqualification from this procurement process.

⁶ This contact person and address is officially designated by UNCDF. If inquiries are sent to other person/s or address/es, even if they are UNCDF staff, UNCDF shall have no obligation to respond nor can UNCDF confirm that the query was received.

FORM FOR SUBMITTING SERVICE PROVIDER'S PROPOSAL⁷

(This Form must be submitted only using the Service Provider's Official Letterhead/Stationery⁸)

[insert: Location]

[insert: Date]

To: Hermann Messan

Dear Sir/Madam:

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

A. Qualifications of the Service Provider

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

- a) Profile – describing the nature of business, field of expertise, licenses, certifications, accreditations;*
- b) Latest Audited Financial Statement – income statement and balance sheet to indicate its financial stability, liquidity, credit standing, and market reputation, etc. ;*
- c) Track Record – list of clients for similar services as those required by UNCDF, indicating description of contract scope, contract duration, contract value, contact references;*
- d) Three writing samples demonstrating experience in developing similar publications*

B. Proposed Methodology for the Completion of Services

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

⁷ This serves as a guide to the Service Provider in preparing the Proposal.

⁸ Official Letterhead/Stationery must indicate contact details – addresses, email, phone and fax numbers – for verification purposes

C. Qualifications of Key Personnel

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

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

D. Cost Breakdown per Deliverable*

	Deliverables <i>[list them as referred to in the RFP]</i>	Timeline	Percentage of Total Price (Weight for payment)	Price (Lump Sum, All Inclusive) in USD
1	Research Knowledge Product – Draft	1 August 2016	20%	
2	Research Knowledge Product – Final Version	1 August 2016	25%	
3	Case Study supporting the Research and Knowledge Product – Draft	15 September 2016	25%	
4	Case Study supporting the Research and Knowledge Product – Final Version	15 September 2016	30%	
	Total		100%	

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

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

General Terms and Conditions for Services

1.0 LEGAL STATUS:

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

2.0 SOURCE OF INSTRUCTIONS:

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

3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

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

4.0 ASSIGNMENT:

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

5.0 SUB-CONTRACTING:

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

6.0 OFFICIALS NOT TO BENEFIT:

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

7.0 INDEMNIFICATION:

The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNCDF, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products

liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:

- 8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.
- 8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.
- 8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.
- 8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:
 - 8.4.1** Name UNCDF as additional insured;
 - 8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNCDF;
 - 8.4.3** Provide that the UNCDF shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.
- 8.5** The Contractor shall, upon request, provide the UNCDF with satisfactory evidence of the insurance required under this Article.

9.0 ENCUMBRANCES/LIENS:

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

10.0 TITLE TO EQUIPMENT:

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

11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

- 11.1** Except as is otherwise expressly provided in writing in the Contract, the UNCDF shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNCDF under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor

acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNCDF.

- 11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNCDF does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNCDF a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.
- 11.3** At the request of the UNCDF; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNCDF in compliance with the requirements of the applicable law and of the Contract.
- 11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNCDF, shall be made available for use or inspection by the UNCDF at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNCDF authorized officials on completion of work under the Contract.

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

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

13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

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

- 13.1** The recipient ("Recipient") of such information shall:
 - 13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,
 - 13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.
- 13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:
 - 13.2.1** any other party with the Discloser's prior written consent; and,
 - 13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls controls it, or with which it is under common control, who have a need to know such Information

for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

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

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

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

- 13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNCDF sufficient prior notice of a request for the disclosure of Information in order to allow the UNCDF to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.
- 13.4** The UNCDF may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.
- 13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.
- 13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNCDF, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNCDF of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNCDF shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.
- 14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNCDF shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.
- 14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.
- 14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNCDF is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

15.0 TERMINATION

- 15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.
- 15.2** UNCDF reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNCDF shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.
- 15.3** In the event of any termination by UNCDF under this Article, no payment shall be due from UNCDF to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.
- 15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNCDF may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNCDF of the occurrence of any of the above events.

16.0 SETTLEMENT OF DISPUTES

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

17.0 PRIVILEGES AND IMMUNITIES:

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

18.0 TAX EXEMPTION

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

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

19.0 CHILD LABOUR

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

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

20.0 MINES:

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

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

21.0 OBSERVANCE OF THE LAW:

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

22.0 SEXUAL EXPLOITATION:

- 22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNCDF to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.
- 22.2** The UNCDF shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

23.0 AUTHORITY TO MODIFY:

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

TERMS OF REFERENCE

ACTIVITY: Case Study Researcher and Writer

AGENCY/PROJECT NAME: UNCDF / MicroLead

1. ABOUT UNCDF AND MICROLEAD

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

MicroLead

In September 2011, UNCDF and The MasterCard Foundation launched the expansion of the successful MicroLead programme. The USD 23.5 million, six year expansion will increase access to microfinance, particularly savings services, to a minimum of 450,000 low income people in Sub-Saharan Africa. MicroLead Expansion seeks to support leading Financial Service Providers (FSPs) and/or Technical Service Providers (TSPs) with savings-led methodologies to expand their operations/services to new, underserved markets. The MicroLead Expansion programme employed a competitive process to select its implementing partners and is currently operating in Rwanda, Malawi, Cameroon, Liberia, Tanzania, Burundi, Ghana, Uganda, Burkina Faso and Benin through 12 projects. With a view to strengthening knowledge around the development of savings products in financial institutions in developing countries, the MLE programme also incorporates a strong learning agenda to encourage the sharing of best practices and knowledge within the financial services community and beyond.

Among the different outputs envisaged under its knowledge management activities, MLE will be producing knowledge and research products based on learnings gathered through its grantees' experiences. Those materials will be shared during knowledge sharing events at industry conferences and general public events.

To support the MLE knowledge management agenda, MLE is looking for a consultant firm that can support the production of specific research and knowledge products and tools that can help advance the body of knowledge in the area of small balance savings mobilization especially from underserved market segments such as rural and women.

Information on UNCDF's MicroLead program may be found at <http://www.uncdf.org/en/microlead>.

2. BACKGROUND AND JUSTIFICATION OF THE ASSIGNMENT

2.1. Importance of small balance deposit

The importance of deposit services remains undeniable especially for the financially excluded population. As indicated in the MLE programme document, savings can help poor people implement four fundamental tools to escape the poverty trap⁹: (i) Smooth their consumption; (ii) Protect against shocks; (iii) Enhance their productivity; and (iv) Empower women¹⁰.

A key recommendation of the 2012 Findex report is that for financial inclusion to have positive effects, it needs to be achieved responsibly and the goal cannot be to make everybody borrow. To that end, savings products represent a key aspect of the financial inclusion agenda in general and in particular to smallholders' access to formal finance. Similarly, the 2014 Findex report stated that shifting unbanked adults' savings from informal savings clubs into accounts at regulated financial institutions could increase account penetration in Sub-Saharan Africa from 34 percent to up to 47 percent and add up to 70 million adults to the ranks of those with an account.¹¹

Recognizing the role of savings for the overall financing for development agenda, the Addis Ababa declaration¹² on its point 43 recommends "financial regulations (that) can create appropriate exceptions to capital requirements, reduce entry and exit costs to encourage competition and *allow micro-finance institutions to mobilize savings by receiving deposits.*"

2.2. Key Changes for financial inclusion: client centricity, financial ecosystem and business models

The financial inclusion industry is going through some major shifts¹³:

- The growing recognition of the importance of the client centered approach and a focus on clients. This trend explains the democratization of the human centered approach with financial inclusion practitioners despite recurrent reservations from some traditional Financial Service Providers regarding the 'significant' resources that its internalization and systematization involves at the provider level.
- A broader focus on the financial ecosystem with the diversification of service providers to include MNOs as the latest entrants and the growing recognition of the substantial role and potential of the informal sector. This move is evidenced by (i) the multiplication of partnerships between players from different horizons (MNO, Bank, MFI, retailer, utilities companies, etc.); (ii) the evolution in several countries¹⁴ of more flexible regulations that allow MNOs to operate as standalone financial players (MNO-led model) and (ii) the unique potential that formal FSPs see in linking with semi-formal (savings groups) and informal practices (such as susu, ROSCAs, etc.).

⁹ Christen and Mas 2009, *Enterprise Development and Microfinance Vol. 20 No. 4*.

¹⁰ Esther Duflo, Michael Kremer and Jonathan Robinson, "Understanding technology adoption: fertilizer in Western Kenya Preliminary Experiments from the Field" MIT, Harvard University and Princeton University (May 2004).

¹¹ The Global Findex Database 2014, Measuring Financial Inclusion around the World, http://www-wds.worldbank.org/external/default/WDSContentServer/WDSP/IB/2015/10/19/090224b08315413c/2_0/Rendered/PDF/The0Global0Fin0ion0around0the0world.pdf#page=3, p 67.

¹² Addis Ababa Action Agenda of the third International Conference on Financing for Development (http://www.un.org/esa/ffd/wp-content/uploads/2015/08/AAAA_Outcome.pdf)

¹³ These trends are partly captured in the following article "A Systems Approach to Financial Services", Joanna Ledgerwood (http://fletcher.tufts.edu/~media/Fletcher/Microsites/CEME/Extreme%20Inclusion%202013/A%20Systems%20Approach%20to%20Financial%20Services_Joanna%20Ledgerwood.pdf)

¹⁴ Tanzania, Liberia, Ghana.

- The opportunity to scale up outreach through a range of businesses that may be adapted to different operating environments¹⁵, market segments¹⁶, clients' needs at different stages of their lifecycle while employing alternative delivery channels according to the market dynamics/development.
- The growing influence of fin-tech companies (materialized by the spread of algorithm and apps-based financial services and acquisition of financial service licenses such as e-money or shareholding's position with FSP) and of peer to peer mechanisms for accessing financial services leveraging on the internet and other mobile phone based platforms.

2.3. The need to better comprehend client savings behavior for underserved market segments

As indicated in CGAP brief note titled *Are Deposits a Stable Source of Funding for Microfinance Institutions?*, poor people save and several misconceptions around poor people's savings habits have been challenged and proved wrong. For example, under normal circumstances, aggregate balances for low-income accounts move gradually and are not prone to abrupt month-by-month swings. While brick and mortar have been for decades the dominant way to provide services to the bottom of the pyramid, recent years demonstrated the power and potential of alternative development channels in providing convenient, affordable and relevant access to financial services to financially excluded people by allowing FSPs to significantly reduce costs, strengthen product usage and grow sustainably.

To advance the level of financial inclusion, it is therefore important to improve our understanding of poor people's savings habits, both in the informal and formal sectors and importantly the differences between different underserved market segments according to their level of usage of alternative delivery channels (ADCs). Information in understanding how the diversity of clients and/or their needs relate and impact their savings behavior would improve the design of strategies to design more effective financial inclusion strategies. Additional piece of research would be relevant in comprehending differences in customer behaviors especially exploring whether the needs, perceptions and behavior of underserved market segments change as they become increasingly integrated into the formal financial sector via ADCs.

3. OBJECTIVE OF THE ASSIGNMENT - CLIENT CENTRIC RESEARCH TO BETTER COMPREHEND LOW-INCOME CUSTOMER NEEDS, PARTICULARLY WOMEN

To address some questions around customer behaviors while adopting ADC which is a core component of its knowledge management agenda, the MicroLead Expansion Program will recruit a consulting firm for the production of specific research product.

The objective of this TOR is to support the production of knowledge materials that addresses the questions raised in the previous section. These questions include:

- What are the savings habits (both in informal and formal methods) of and what are the perceptions of underserved customers segments¹⁷ towards alternative delivery channels?
- What are the differences in needs and perceptions across the underserved customer segments depending on the following criteria of diversity of clients (geography, income levels, livelihoods,

¹⁵ Post conflicts countries, least developed countries (LDCs), landlocked developing countries (LLDCs) and small island developing States (SIDS), as well as middle-income countries (MICs).

¹⁶ Quote from The New Microfinance Handbook p.5 – “*Within this microfinance ecosystem, we need some institutions to work with the very difficult-to-reach and vulnerable communities, delivering social output of a very high calibre, and they cannot then be devoted just to achieving scale and even full sustainability.*”

¹⁷ These include but are not limited to rural populations, women, farmers, old persons.

gender, life-cycle, age, income, education level, work status, household profile)? What are the needs (growth, cash management, risk mitigation) of these underserved customer segments? With whom do the underserved prefer to work: financial service providers (informal, Savings Groups, MFIs, cooperatives, banks, insurance companies, MNOs)? Which delivery channels do the underserved customer segments prefer to use (brick and mortar branches, fixed agents, mobile agents, mobile phones) and why?

- What are the barriers to the adoption, uptake and usage of alternative delivery channels (financial, non-financial, literacy, product design, lack of ADC, other dimensions such as usability, marketing, staff, etc.)? Are there any differences across underserved customer segments?
- How do financial needs, perceptions and financial behaviors (transaction patterns, transaction amount, frequency, dormancy, etc.) of each underserved customer segment change as they become more included in the formal sector and/or with their increasing use of alternative delivery channels? Is there any difference across underserved customer segments? Are there any behavioral shifts towards using savings instead of frequently resorting to credit for meeting recurrent cash-flow needs, emergency needs, consumption needs or investment needs? Are there differences in usage of financial services (savings, credit, insurance, others) across underserved customer segments with the increasing use of alternative delivery channels?
- What recommendations can be made to increase adoption and usage of alternative delivery channels and should there be differentiated strategies across underserved customer segments?

Of particular interest in this assignment is the knowledge, attitude and behavior of rural women and how these may, or may not, change with the introduction of alternative delivery channels.

The research completed across the different market segments will be built on quantitative tools (for example Lot Quality Assurance Sampling and possibly historical and series data) and should be complemented with qualitative tools.

MLE existing partners will constitute the main source of information for this assignment and the main constituency will be clients of the MLE partners though the research could go beyond and include if necessary data analytics from non-clients.

4. TIMELINE, DURATION OF ASSIGNMENT

Applications (include technical and financial proposals) should be submitted on **or before 21th June 2016, Tuesday, 6pm EST US via email: uncdf.procurement@uncdf.org**.

Proposals that are received by UNCDF after the deadline indicated above, for whatever reason, shall not be considered for evaluation. Proposal should be in pdf format, and free from any virus or corrupted files. It is anticipated that selection will be completed within 2 weeks of application submission. UNCDF would like to conclude all agreements with the selected company no later than 4 July 2016.

The overall duration of the work is expected to take up to 02 months; the expected date of full completion is no later than 15th September 2016. The applicant should propose their own timeline for completion of the different stages of the work. It is expected that a draft report should be completed by 1 August 2016 allowing suitable time for the review and validation and further time for the use and dissemination of the knowledge products developed.

5. GUIDELINES FOR RESEARCH/ WRITING

To ensure that the deliverables appeal to readers, they should include:

- The conceptual framework for analyzing customer behaviors to assess their adoption of alternative delivery channels and its application in the research to the MicroLead Expansion program partners;
- Data (tables and graphs) illustrating data and trend analysis that are pertaining to the research; these should be in the body of your document and also in their original excel format;
- Interviews/Quotes of FSP management and customers where relevant to support analysis or key conclusions;
- The case study should be approximately 15 pages and the Research Knowledge Product should not exceed 50 pages;
- Do not focus on the lay out of your document as each final deliverable will be laid out by a professional designer;
- Each document should have a clear structure (sections, titles, subtitles, frames, footnotes...) that will provide guidance to the designer and for the editor's work;
- Remember to mention your sources through footnotes, bibliography references, links to webpages etc.;
- Style - avoid the formal report style, write in a more engaging style that will be more reader friendly; and
- The research knowledge product should include a Title Page (including approximately 5 key words pertaining to the research) and also a one paragraph Abstract.

6. SELECTION CRITERIA

This RFA is open to any research or consultancy firm that meets the following criteria:

- Firm should have at least five years of experience in financial inclusion, Alternative Delivery Channels deployment, Customer Behavioral analysis;
- Preference for firm that conducted similar assignments in sub-Saharan Africa;
- Have confirmed human resources to cover all planned/required activities;
- Proposed personnel for research should have at least the Master Degree Level and have at least three years of experience in the areas of financial inclusion, Alternative Delivery Channels deployment, Customer Behavioral analysis;
- Proposed personnel should be proficient in English and also able to interact with Francophone partners of the MicroLead program;
- Experience in documenting knowledge through submission of sample KM products;
- Experience packaging knowledge products in an innovative manner.

Criteria for the Assessment of Proposal	<p><u>Technical Proposal (70%)</u></p> <p><input checked="" type="checkbox"/> Demonstrated evidence of professional experience to date in financial inclusion, Alternative Delivery Channels, consumer behavioral analysis in developing countries particularly in SSA. 30%</p> <p><input checked="" type="checkbox"/> Methodology, Its Appropriateness to the Condition and Timeliness of the assignment. 30%</p> <p><input checked="" type="checkbox"/> CVs of the team members that will be working on the project and their expertise in the area concerned by the assignment. 30%</p> <p><input checked="" type="checkbox"/> Experience in documenting knowledge and evidence of previous professional knowledge products. 10%</p> <p><i>For detailed Scoring matrix, please refer to Annex 5.</i></p> <p><u>Financial Proposal (30%)</u></p> <p><u>FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 100</u></p> <p><u>Total Combined Score:</u></p> <p><u>(TP Rating) x (Weight of TP, e.g. 70%)</u></p> <p><u>+ (FP Rating) x (Weight of FP, e.g., 30%)</u></p> <p><u>Total Combined and Final Rating of the Proposal</u></p>
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- Services proposed shall be reviewed and evaluated based on completeness and compliance of the Proposal and responsiveness with the requirements of the RFP and all other annexes providing details of UNCDF requirements.
- Any Contract or Purchase Order that will be issued as a result of this RFP shall be subject to the General Terms and Conditions attached hereto. The mere act of submission of a Proposal implies that the Service Provider accepts without question the General Terms and Conditions of UNCDF, herein attached as Annex 4.
- Please be advised that UNCDF is not bound to accept any Proposal, nor award a contract or Purchase Order, nor be responsible for any costs associated with a Service Providers preparation and submission of a Proposal, regardless of the outcome or the manner of conducting the selection process.
- UNCDF's vendor protest procedure is intended to afford an opportunity to appeal for persons or firms not awarded a Purchase Order or Contract in a competitive procurement process. In the event that **you** believe you have not been fairly treated, you can find detailed information about vendor protest procedures in the following link: <http://www.undp.org/procurement/protest.shtml>.
- UNCDF encourages every prospective Service Provider to **prevent** and avoid conflicts of interest, by disclosing to UNCDF if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, cost estimates, and other information used in this RFP.

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

Detailed Scoring Matrix for Technical Evaluation

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable
1.	<p>Expertise of Firm / Organization: this include the following</p> <ul style="list-style-type: none"> • Demonstrated evidence of professional experience to date in Financial Inclusion, Alternative Delivery Channels, consumer behavioral analysis – 150 points • Experience working in Developing Countries particularly in Sub Saharan Africa and for at least five years – 50 points • Quality assurance procedures and control mechanisms with adequate backstopping support – 100 points 	30%	300
2.	<p>Proposed Work Plan and Approach/Methodology: Methodology, Its Appropriateness to the Condition and Timeliness of the assignment. This will include</p> <ul style="list-style-type: none"> • To what degree does the Offeror understand the task? – 60 points • Is the scope of task well defined and does it correspond to the TOR? – 60 points • Have the important aspects of the task been addressed in sufficient detail? – 60 points • Is there evidence that the proposal been prepared based on an in-depth understanding and prior knowledge of the MicroLead Expansion Program? – 60 points • Is the proposal clear and is in the sequence of activities and the planning logical, realistic and promise efficient and effective implementation? – 60 points 	30%	300
3.	<p>Management Structure and Key Personnel: CVs of the team members that will be working on the project and their expertise in the area concerned by the assignment. This will be measured around</p> <ul style="list-style-type: none"> • Academic Qualification and Professional Experience – 75 points • Proven knowledge and experience in the area of the assignment – 75 points • Working Experiences in SSA – 75 points • Language Qualifications within the team (French and English) – 75 points 	30%	300
4.	Experience in documenting knowledge and evidence of previous professional knowledge products	10%	100
Total			1000