

REQUEST FOR PROPOSALS (RFP)

UNCDF's Local Finance Initiative - Mid-Term Evaluation

Ref. No. RFP/UNCDF/MSU/2016/ 32127



United Nations Capital Development

August, 2016

Section 1. Letter of Invitation

New York
August 17, 2016

Request for Proposal (RFP) to conduct the Mid-term Evaluation of UNCDF's Local Finance Initiative

Ref. No. RFP/UNCDF/MSU/2016/ 32127

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.
- Section 9- Checklist of documents to be included into the RFP

You are kindly requested to *advise whether your company intends to submit* a Proposal by **COB, September 05, 2016**. 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

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, September 20, 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/2016/32127 – Request For Proposal (RFP) for the Mid-term Evaluation of UNCDF’s Local Finance Initiative**

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.

Proposed RFP timeline

RFP Timetable Activity	Deadlines
Publication on UNDP and other specialized websites	August 17, 2016
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.	September 05, 2016
Deadline for submission of Questions	September 05, 2016
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 September 09, 2016
Deadline for submission of proposals	06:00 PM EST, Tuesday, September 20, 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.
- l) “*Services*” refers to the entire scope of tasks and deliverables requested by UNCDF under the RFP.

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..

- 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:

$$\begin{aligned} & (\text{TP Rating}) \times (\text{Weight of TP, e.g. 70\%}) \\ & + (\text{FP Rating}) \times (\text{Weight of FP, e.g., 30\%}) \end{aligned}$$

Total Combined and Final Rating of the Proposal

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 :	Local Finance Initiative
2		Title of Services/Work:	Mid-term Evaluation
3		Country / Region of Work Location:	Tanzania, Uganda and Benin
4	C.13	Language of the Proposal:	<input checked="" type="checkbox"/> English
5	C.20	Conditions for Submitting Proposals for Parts or sub-parts of the TOR	<input checked="" type="checkbox"/> Not allowed
6	C.20	Conditions for Submitting Alternative Proposals	<input checked="" type="checkbox"/> Shall not be considered
7	C.22	A pre-proposal conference will be held on:	None planned
8	C.21	Period of Proposal Validity commencing on the submission date	<input checked="" type="checkbox"/> 120 days

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.

9	B.9.5 C.15.4 b)	Proposal Security	<input checked="" type="checkbox"/> Not Required
10	B.9.5	Acceptable forms of Proposal Security ³	<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 checked="" type="checkbox"/> Not allowed
13		Liquidated Damages	<input checked="" type="checkbox"/> Will not be imposed
14	F.37	Performance Security	<input checked="" type="checkbox"/> Not Required
15	C.17, C.17 b)	Preferred Currency of Proposal and Method for Currency conversion	<input checked="" type="checkbox"/> United States Dollars (US\$)
16	B.10.1	Deadline for submitting requests for clarifications/ questions	September 05, 2016.
17	B.10.1	Contact Details for submitting clarifications/questions ⁴	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 ⁵ 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.

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 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.

⁵ Posting on the website shall be supplemented by directly transmitting the communication to the prospective offerors.

20	D.23.1 D.23.2 D.24	Proposal Submission Address	Address: 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, September 20, 2016
22	D.23.2	Allowable Manner of Submitting Proposals	<input checked="" type="checkbox"/> Courier/Hand Delivery <input checked="" type="checkbox"/> Electronic submission of Bid ⁶
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/2016/32127- Mid-term Evaluation of the Local Finance Initiative <input checked="" type="checkbox"/> Digital Certification/Signature: yes <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.

⁶ 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>The Subject line of the E-mail(s) should state -- “Technical proposal- RFP/UNCDF/MSU/2016/ 32127 –Mid-term Evaluation of the Local Finance Initiative</p> <p><u>and in a separate email or envelope</u></p> <p>“Financial proposal - RFP/UNCDF/MSU/2016/ 32127 Mid-term Evaluation of the Local Finance Initiative - <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, <u>the size of each e-mail should not exceed eight megabytes (8 MB).</u> As an e-mail can take some time to arrive after it is sent, we advise all Proposers to send e-mail submissions well before the deadline. Please be aware that bids e-mailed to UNDP will be rejected if they are <u>received</u> after the deadline for bid submission.</p> <p>When choosing to submit their proposals electronically, Proposers are solely responsible for ensuring that any and all files sent to UNDP are readable, that is, uncorrupted, in the indicated electronic format, and free from viruses and malware. Failure to provide readable files will result in the proposal being rejected.</p> <p>Please Note: Any proposal sent to the private email addresses of any procurement staff will not be accepted. ☒</p>
24	D.23.1	Date, time and venue for opening of Proposals	<p>Date and Time: September 21, 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	<input checked="" type="checkbox"/> Combined Scoring Method, using the 70%-30% distribution for technical and financial proposals. Technical proposals that score at least 560 points on 800 points will be invited to do a presentation 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%
26	C.15.1	Required Documents that must be Submitted to Establish Qualification of Proposers (In "Certified True Copy" form only)	<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 <input checked="" type="checkbox"/> Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Bidder is not a corporation <input checked="" type="checkbox"/> VAT registration certificate and latest tax clearance certificate. <input checked="" type="checkbox"/> Official Letter of Appointment as local representative, if Bidder is submitting a Bid in behalf of an entity located outside the country <input checked="" type="checkbox"/> Latest Audited Financial Statement (Income Statement and Balance Sheet) including Auditor's Report for the past year. <input checked="" type="checkbox"/> Statement of Satisfactory Performance from the Top 3 Clients in terms of Contract Value the past 5 of years <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. <input checked="" type="checkbox"/> Technical proposal as outlined in Section 7. <input checked="" type="checkbox"/> Financial proposal as outlined in Section 8.
27		Other documents that should be submitted to Establish Eligibility	<p>All forms provided under Section 4 & 5 must be filled, signed and stamped</p> <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...)

			<ul style="list-style-type: none"> • Relevance of specialized knowledge; • Experience on similar assignments; • Previous work with UN System/major multilaterals/bilaterals; • 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; • 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 all experts requested <p>4) Examples of three previous high quality evaluation reports that are of similar scope and relevant to the thematic area being assessed.</p>
28	C.15	Structure of the Technical Proposal (<i>only if different from the provision of Section 7</i>)	The required structure provided under Section 6 - Technical Proposal Form
29	C.15.2	Latest Expected date for commencement of Contract	<i>November 30, 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
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

		<ul style="list-style-type: none">• Compliance of proposed schedule of services delivery with the deadlines requested in TOR• Positive results of reference checking with other previous clients on the quality of performance on ongoing or previous contracts completed <p>Proposals will be evaluated on the following basis:</p> <ol style="list-style-type: none">1. Compliance with Terms and Conditions of the RFP including required submissions:<ul style="list-style-type: none">• Prior to the Technical Evaluation, the Purchaser will determine the substantial responsiveness of each Proposal to the Request for Proposal (RFP). A substantially responsive Proposal is one which conforms to all the terms and conditions of the RFP without material deviation.• A Proposal determined as not substantially responsive will be rejected by the Purchaser and may not subsequently be made responsive by the Proposer by correction of the non-conformity.2. Minimum achieved technical scoring of 70% in the Technical Evaluation. Proposals achieving below 70% shall no longer be considered for Financial Evaluation. The Technical Rating of Proposals shall be determined in accordance with the following equation: <u>Rating the Technical Proposal (TP):</u> TP Rating = (Total Score Obtained by the Offer / Max. Obtainable Score for TP) x 100 Financially Submitted Proposal. The Financial Rating of Proposals shall be determined in accordance with the following equation: <u>Rating the Financial Proposal (FP):</u> FP Rating = (Lowest Priced Offer / Price of the Offer Being Reviewed) x 1004. The Total Combined and Final Rating of the Proposal. The rating shall be determined in accordance with the following equation: Total Combined Score =
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			$(\text{TP Rating}) \times (\text{Weight of TP (70\%)}) + (\text{FP Rating}) \times (\text{Weight of FP (30\%)})$ UNCDF seeks the highest achieved combined score and fully responsive Proposal.
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 by both parties to the contract</i>
35		Other Information Related to the RFP ⁷	<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	15%	150
2	Evaluation Team composition (Team Leader and Team members)	30%	300
3	Proposed Methodology, Approach and Work Plan	35%	350

⁷ Where the information is available in the web, a URL for the information may simply be provided.

	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 mid –end October 2016. Details will be communicated later if the Offeror passes the threshold.		
4	<p>Presentation</p> <p>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.</p> <p>A discussion will follow the presentation for 15 minutes focusing on clarification and request for additional information.</p>	20%	200
	Total		1000

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 particularly experience in International Financial Institutions, 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>	70
1.2	<p>Experience of the firm in providing technical services/ intervening in a broad range of institutional and programme settings, including stand-alone projects or programmes funded by international donors, multi-partner interventions including those set up or involving the UN, as well as direct support to national governments working in key areas of Clean Energy Financing relevant to the international development agenda.</p>	60
1.3	<p>Knowledge and experience of embedding key standards around promoting gender</p>	20

	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). This criteria will be assessed on the basis of how gender has been streamlined in previous evaluation reports.	
	SUB - TOTAL FIRM EXPERIENCE/EXPERTISE	150
1.4	TEAM LEADER , please see specific qualifications in Section 8 of the TORs).	
	Proven experience of designing and leading a mix of different types of development evaluation (performance, outcome and/or impact evaluations) and in overseeing the transparent collection, presentation, analysis and aggregation of multi-method lines of evidence; as part of this, specific experience in leading evaluations assessing the results of public and private finance initiatives in developing countries using a range of relevant qualitative and quantitative evaluation tools is also expected.	50
	Demonstrated experience of applying international evaluation standards related to human rights and gender equality and experience in using methods and approaches that allow for differentiated and disaggregated analysis of gender in the evaluation reports being generated	25
	A minimum of fifteen years accumulated experience in international development finance, including experience in designing, managing and assessing the performance of development finance instruments supporting infrastructure development in developing countries at the national and local levels. This experience should include expert knowledge and awareness of different tools and methods to promote local finance (including for example municipal finance, knowledge of public-private partnership mechanisms, knowledge of SME financing); and familiarity with the evolution of the international development landscape including recent agreements on the SDGS and the Addis Ababa financing agenda that accompany them	50
	Knowledge and experience of applying relevant industry performance benchmarks to measure the financial, economic and social impacts of development finance	25
1.6	Team member , please see specific qualifications in Section 8 of the TORs.	
	Experience and expertise in designing, implementing and/or measuring the results of programmes supporting the developing of new public and private development finance tools supporting infrastructure development – including structured finance - in developing countries in Africa and Asia as well as documented experience of undertaking/participating in development evaluations looking at the performance of interventions targeting economic development in developing countries. Specifically, this experience should include knowledge of how international development assistance can be deployed to catalyse private sector investment in a portfolio of grant and loan-supported investment projects across a variety of sectors in the real economy.	80
	Experience of conducting a variety of different types of evaluations of public and private finance for infrastructure development in developing countries	40
	Experience in applying a gender lense to all stages of a development	30

	evaluation, including proven ability to collect, present, analyse and aggregate data in conformity with relevant United Nations Evaluation Group gender norms	
	SUB - TOTAL Key Personnel/ Management	300
	TOTAL FORM 1	500

Technical Proposal Evaluation Form 2		Points Obtainable
Proposed Methodology, Approach and Implementation Plan (400 points)		
2.1	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. Including the extent to which the matrix, evaluation questions and sub-questions are gender responsive.	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 of the evaluation, incorporating gender equality perspectives. This criterion will be assessed on the basis of 1) the suggested method for analyzing and synthesizing secondary data during the inception phase in a gender responsive manner and 2) on the method used for analyzing and synthesizing a variety of primary lines of evidence (minimum 5) in a gender responsive manner.	150
2.3	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). Particular attention will be given to how the number of men days will be used and how the team will work out/ operationalize the above suggested methodology.	100
TOTAL FORM 2		350

Technical Proposal Evaluation Form 3		Points Obtainable
Presentation (200 points)		
3.1	Clarity of presentation	100
3.3	Quality of response to questions	100
TOTAL FORM 3		200

Section 3: Terms of Reference (TOR)

UNCDF's Local Finance Initiative - Mid-Term Evaluation

Programme name: Local Finance Initiative

Countries: Tanzania, Uganda, and Benin

Executing Agency: UNCDF

Timeframe: March 2012 – June 2016

Overall Budget: USD 8,335,000 (Tanzania – USD 7,071,500; Uganda – USD 1,168,000 and Benin – USD 95,500)

Funding Agencies: UNCDF (Core), One UN Tanzania, Non-Core (SIDA)

Previous evaluation: None

1. Background:

1.1. United Nations Capital Development Fund and its Local Development Practice Area:

The United Nations Capital Development Fund (UNCDF) has a unique mandate within the UN system serving as the UN's capital investment agency for the world's 49 least developed countries. It works in two thematic areas: inclusive finance and local development finance.

UNCDF's work on local development finance aims at ensuring that people in all regions and locations benefit from development. This means dealing with the specific local challenges of, for example, peri-urban areas and remote rural locations. It means re-investing international and domestic resources back into local economies and local services through, for example, fiscal decentralization, climate finance and project finance. UNCDF focuses its efforts towards strengthening public financial management and local revenue, improving the quality and sustainability of public and private investments and promoting accountability at the local level.

UNCDF invests its seed capital and technical assistance to promote increased capital flows to the local level, reducing inequalities, improving services and increasing opportunities for sustainable economic development – all contributing to sustainable and equitable local development. UNCDF does this through innovation and testing in new public and private financial systems that mobilize, allocate and invest additional resources and promote transparency and accountability in their use. A detailed description of UNCDF's approach to increasing the amounts of finance available at the local level can be found here: <http://uncdf.org/sites/default/files/Documents/ldfp-brochure-web.pdf>

1.2 The private sector and the Sustainable Development Goals

All stakeholders worldwide have recognized the critical role of the private sector in fostering economic growth, poverty reduction, and the attainment of the Sustainable Development Goals ("SDGs") and other internationally agreed development goals. At a time of tight public budgets and the need for local economies to deal with a globalizing world, public funding alone is not a solution; if local development is

to be successful and sustainable over the longer term, the private sector needs to be fully mobilized. Yet, despite the commitment of all UN Member States to mobilizing the private sector in the 2002 Monterrey Consensus and many other initiatives, concrete results on the ground have been insufficient. This was again highlighted at the 2015 Third International Conference on Financing for Development in Addis Ababa and the UN 2015 Sustainable Development Summit in New York. Despite the consensus on the critical role of the private sector, the basic financial, legal and fiscal infrastructure required for private sector development is still widely lacking in many developing countries, arresting private sector development at local and national levels.

The recent global financial crisis has led to additional challenges, given decreases in official development assistance and further reduced availability of finance and risk capital in developing countries. Therefore, the longstanding imperative for mobilizing private sector capital and leveraging limited official sector funds has escalated in importance.

However, private sector capital can be successfully unlocked and mobilized using technical financial structures and instruments that mitigate risk. For example, infrastructure projects in developed countries and some developing countries use the financial approach of non-recourse financing, in which the project is a legal entity with “ring-fenced” revenues that are earmarked for paying debt service. Furthermore, many risk mitigation instruments are already available that have proven successful in leveraging limited official sector support, such as the partial guarantees offered by the World Bank, regional development banks, and many donors such as USAID.

UNCDF is endeavoring to use these financing techniques to mobilize domestic financing for relatively small infrastructure projects that are critical for supporting local economic development and to use these targeted financial interventions hand-in-hand with capacity building mechanisms to empower both government officials and the private sector to scale up local development finance, also improving the business-enabling environment.

1.3 UNCDF's Local Finance Initiative:

One such UNCDF initiative is the Local Finance Initiative (LFI) which was tested initially in Uganda as part of a broader programme supporting local economic development (Uganda DDP III), then rolled out as a stand-alone programme in Tanzania, before being scaled up into a Global Programme in 2014, and was intended to facilitate investment in productive infrastructure at the local level in LDCs, either by local governments or private sector entities in response to the increased demand for productive investment at the local level.

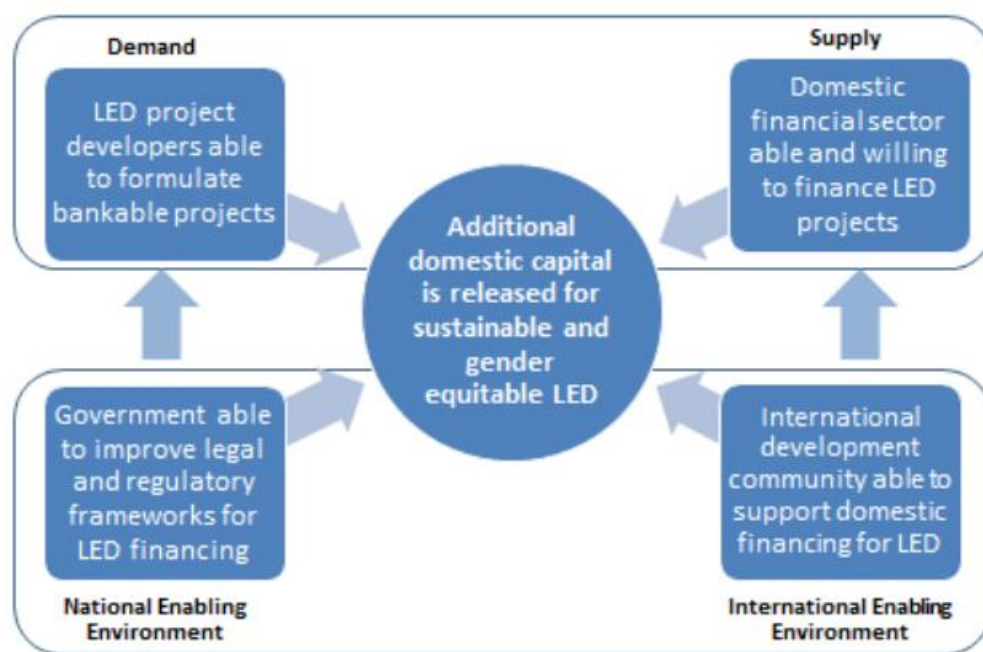
It does so by supporting the private sector and local government authorities to identify, develop and finance small and medium-sized investment projects into productive areas of the economy such as agro-processing, public sector delivery infrastructure, food security, energy and climate through the introduction of methodologies and tools in project finance, SME finance and public/private partnerships to a select group of projects at the planning and financing stages. It is intended that projects that would otherwise be unbankable are de-risked and taken through all the stages of project development to an investment – ready stage where they are capable of accessing commercial capital. The selection of projects

is based on i) impact on local communities, ii) potential for commercial viability and iii) the focus of the projects on areas of priority infrastructure at the local level.

The project strategy consists of bringing the supply and demand of financing of local-level infrastructure to an optimal level by reducing perceived risks and transaction costs of financial services for all LED stakeholders and participants of the finance market. The approach is intended to be systematic and technical in nature, focused on jump-starting the process of mobilizing domestic private sector financial resources in both commercial banks and institutional investors through the selective targeted use of public resources.

The supply side is represented by domestic financial institutions and the demand side is represented by LED project developers which may include private businesses as well as local governments and the non-government sector. Since LED project developers, particularly those dealing with small and medium-scale infrastructure, are unsure about their ability to formulate financially sound and viable projects, the demand for financial services is relatively low. Since domestic providers of financial services are unconvinced about the ability of loan-takers to repay, the costs of providing financial services are high, and supply of such services remains limited.

Figure 1 : Local Finance Initiative (LFI): Strategy and Approach

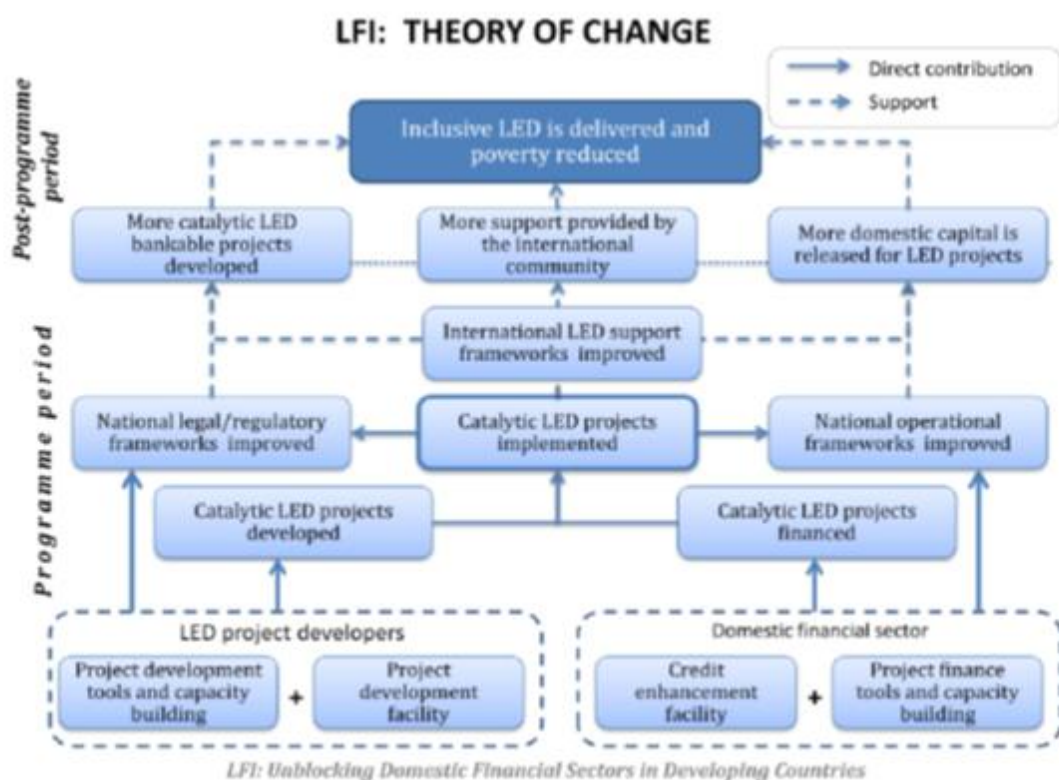


Programme implementation

The LFI programme is implemented through a number of main programmatic channels against a broader theory of change which is included in Figure 2 below:

1. Project development activities that enable the identification and development of demonstration projects in each LFI country to create “proof of concept” financing models that facilitate access to the domestic financial sector for investment in strategic, smaller scale infrastructure projects.
2. Finance and credit enhancement facilities to help jumpstart the process of project identification, development and deal/ financing structuring.
3. Capacity-building activities that provide for the training of public and private stakeholders and increase government capacity to facilitate finance, project development, and promote business-enabling environments.
4. Monitoring and Evaluation and general advocacy efforts to profile the programme approach and results with others.

Figure 2 – LFI theory of change



In implementing the initiative, LFI works with five major institutional groups engaged in local economic development:

- **LED project developers:** Private businesses, local governments, domestic non-government sector. This includes farmers and SMEs suffering today from a lack of basic industrial infrastructure, such

as warehouses, processing plants, cold storage facilities, and traditional infrastructure services (irrigation, energy, transport, etc.).

- **Domestic financial sector and related services:** Commercial banks, institutional investors, such as pension funds, as well as service providers such as public and private credit bureaus, consulting and accounting firms, lawyers and others that are needed to building internal capacity for developing and financing infrastructure projects.
- **National governments:** Ministries and agencies defining development and financial policies and regulatory and operational frameworks, such as ministries of local government, finance, investment promotion, investment, trade and commerce, government regulators and others.
- **Local governments:** local institutions with a mandate to promote the economic and social development of their territorial jurisdictions
- **International development community:** UN family and Bretton Woods institutions, bilateral development partners, multilateral development agencies and international non-government organizations which provide invaluable technical assistance at the local level.

Expected Programme Results

The various programme documents for the Local Finance Initiatives under review include the following common⁸ expected outcomes and accompanying programme outputs:

Overall programme outcome: Increase the effectiveness of financial resources for local economic development through mobilization of primarily domestic private capital and financial markets in developing countries to enable and promote inclusive and sustainable local development.

Outcome 1: Improved capacities of public and private project developers to identify and develop small-to-medium sized infrastructure projects essential for inclusive local development in a targeted number of developing countries

1.1. Processes, methodologies, and enabling tools are designed and introduced to identify and develop infrastructure projects essential for inclusive local development. These include tools, instruments and mechanisms for public - private partnerships, project financing (including non- or limited-recourse project finance and SME finance). This will include the issue of Requests for Proposals from potential project sponsors.

⁸ As is typical with new initiatives experimenting with new concepts and implementation mechanisms in international development cooperation, the Local Finance Initiative has taken various programmatic forms since its 'birth' within a broader local development programme in Uganda. Full details of all LFI interventions will be given during the inception phase. For the purposes of this proposal, bidders are invited to consult the LFI – Tanzania Project Document signed in 2012 (http://www.uncdf.org/sites/default/files/Documents/lfi-t_0.pdf) which frames the majority of expenditure already spent by the LFI initiative in Tanzania. They should also look at the LFI Global Programme document signed in 2014 (http://www.uncdf.org/sites/default/files/Documents/prodoccombined_0.pdf) and which frames the intended expansion of the LFI approach to multiple countries simultaneously, including Uganda and Benin, which are also the subjects of this evaluation.

- 1.2. Local capacity established to enable stakeholders (national and local government officials and the private sector) to identify and develop infrastructure projects essential for local development with support from development partners.
- 1.3. “Proof of concept” demonstration projects identified, developed and structured in LFI countries to jumpstart process and create a multiplication effect through "learning by doing" and incentivizing stakeholders.

Outcome 2: Increased ability and willingness of the domestic financial sector to provide financing for small to medium-sized infrastructure projects

- 2.1: An enabling environment is created that includes tools, instruments and mechanisms that can accelerate finance for local economic development infrastructure. These include appropriate regulations and investment vehicles.
- 2.2 Local capacity is established to increase the ability of the private sector to finance local development projects with appropriate credit enhancements.
- 2.3 “Proof of concept” demonstration projects financed to jumpstart the process through “learning by doing” and incentivizing stakeholders in the financial sector to fund small-to medium-size infrastructure projects.

Outcome 3: Improved enabling environment for domestic resource mobilization in LFI countries enabling the increased leverage of public sector funds – both of the host government and development partners – for private sector financing of catalytic LED projects.⁹

- 3.1 Support to improved national policies, legal and regulatory frameworks to encourage domestic resource mobilization for sustainable and inclusive local economic development
- 3.2 Support to increasing awareness of LFI approaches with host governments and development partners with a view to increasing the leverage of public sector funds for private sector financing of catalytic LED projects.

Programme implementation status in each LFI country

Progress with LFI implementation varies depending on the country:

LFI Tanzania

⁹ While not present formally in the Global LFI document, this result area and accompanying activities do figure prominently in the Tanzania – LFI project document which will make up much of the focus of the current evaluation in view of limited implementation elsewhere. Such activities are also a core element of UNCDF’s work in supporting the scaling up and replication of its work by others in line with its maturity model approach. For more information, please see:

http://www.uncdf.org/sites/default/files/Documents/lfi-t_0.pdf

Activities under LFI Tanzania began with the signing of the Local Economic Development Finance Initiative for Tanzania (LFI-T) Project Document in June 2012 and continued later under the LFI Global programme. By June 2016, the LFI Technical Team based in Tanzania had provided targeted technical support in the form of early stage project development and financing to over thirty local development projects in its portfolio. A total of \$1.443 million in seed capital grants (equivalent to TZS 3.16 billion) was approved and most disbursed to project developers. Four projects are under construction and expect to be completed by Q4 2016 and three more public service delivery infrastructures are expected to start construction before end of the year.

LFI-T Programme Analysis and Results

The LFI Programme has reached the following community and business groups, and public and private enterprises with capacity building interventions. Specifically, LFI has:

- Continued to provide support to the LFI pipeline of projects supporting the development of business ideas into bankable business projects through technical studies, feasibility studies; and establishing suitable governance structures especially for local government authorities' income - generating investments such as SPVs, PPPs, limited companies, trusts etc. for sustainability.
- Supported the development of productive capacity, value additions (processing) collective marketing and branding for projects within the LFI pipeline.
- Supported the Same District to review and provide technical and business feasibility for the Kalemawe Agriculture Dam Project. These efforts are done in consultation with the Same District Engineer for the benefit of knowledge sharing but also incorporating users' needs in the engineering design.
- Continued the process of supporting LGAs to design and implement appropriate governance structures for the operation and management of income-generating investments in partnership with the private sector. The LFI Technical Team is expected to work with the lawyers from the respective LGAs.
- Intervened by coming up with a turn-around strategy to revive the cassava processing plant owned and managed by FJS Starch Processing Company Ltd in Rufiji District, Pwani Region. LFI interventions included supporting the developer to acquire appropriate technology, due diligence and potential financial support. Successful implementation of this strategy will result in the scale up of the cassava processing capacity of the plant, improvements in the revenue streams of the project and its financial position, and lastly the attraction of equity investors interested in starch production which has significant local industrial use and export potential.
- Conducted an SME workshop in collaboration with the Tanzania Private Sector Foundation (TPSF) where 93 SMEs participated. The participants were provided with key information on project preparation and access to finance. Furthermore, the workshop provided an opportunity for identification and screening of potential projects for LFI technical and/or financial support – a total of five projects were identified.

LFI Uganda

The LFI-U component was launched in November 2015 under the LFI Global programme. It provides targeted technical support in project development and finance to the Local Development Finance pipeline of thematic investments in Food Security, Local Economic Development, Women's Economic Empowerment, Climate Change and Clean Energy. The focus is on infrastructure for local development.

In response to the Call for Proposals published on the 6th of December 2015, 227 project proposals were received of which 33 were from Local Government Authorities (LGA) and 194 from private developers. The process of screening applicants was done in two phases:

Phase 1 - Screening

The screening phase focuses on identifying projects that are aligned with LFI-U's thematic areas of intervention notably: food security, agro-processing, women's economic empowerment, climate resilience, clean energy and public service delivery.

In addition to being relevant to the thematic focus of the programme, projects are also required to meet LFI -selection criteria of i) being commercial viable; ii) being budgeted at between US\$ 100,000 and US\$ 20m and iii) have the potential to catalyse Local Economic Development (LED) i.e. including improved local business environment, social and economic impact etc.

From the 227 proposals received, a total of 115 Projects were long listed and requested to provide additional information including; a business plan, feasibility study and implementation plan. In addition, all project developers with unsuccessful applications in the first phase of screening were duly informed.

Phase 2 - Screening

From the longlisted projects, 85 projects submitted additional information for Phase 2 screening. Based on the LFI-U criteria, 26 projects were selected for the LFI-U pipeline and ranked between Tier 1 to Tier 4 based on their respective stage of advancement in the project development cycle. All project developers that did not qualify for inclusion in the final pipeline were notified.

Programme implementation is still in its first year and the project development support is in progress. For more information please see Annex 1.

LFI Benin

The LFI-U component of the LFI Global Programme was also launched during the month of November 2015. It provides targeted technical support in project development and finance to the Local Development Finance pipeline of thematic investments in Food Security, Local Economic Development, Women's Economic Empowerment, Climate Change and Clean Energy. The focus is on infrastructure for local development.

Programme implementation is still in its first year and the project development support is in progress. For more information please see Annex 1.

For more information on the objectives and implementation status of the Local Finance Initiative overall in the three countries, please see: <http://www.uncdf.org/en/lfi>.

2. Purpose, scope and objectives of the Mid-Term Evaluation:

This mid-term evaluation of UNCDF's Local Finance Initiative is commissioned at a crucial point in its implementation. A number of country pilots are underway under the current Global LFI programme and there are plans in the next phase of implementation to shift the initiative to a financing facility which will be mainstreamed across a number of broader multi-country thematic initiatives focused on key sectors for LDC economic transformation including climate change, food security, and women's economic empowerment.

With this shift in mind the objective of this mid-term evaluation is to review initial progress in piloting the initiative in the different countries in which it has been implemented and consider how best the approach can be rolled out across UNCDF's Local Development Finance portfolio more broadly.

The evaluation will pay particular attention to the relevance and performance to date of LFI in Tanzania given that this is the country in which the initiative has advanced the furthest and also in line with commitments made to the Tanzanian government as well as in the programme document for an evaluation of that programme.

More broadly, the evaluation is commissioned in accordance with UNCDF's Evaluation Plan 2014-2015 and its broader Evaluation Policy¹⁰ which sets out a number of guiding principles and key norms for evaluation in the organization.

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

More specifically, the objectives of the mid-term evaluation are:

- ✓ To assist UNCDF and its partners to understand the relevance, efficiency, and effectiveness of LFI programme implementation to date
- ✓ To consider likely impact and sustainability of the LFI approach in the programme countries – and particularly Tanzania - if programme implementation proceeds as planned

¹⁰The revised policy of UNDP for evaluation was approved in 2011. The purpose of the policy is to establish a common institutional basis for the UNDP evaluation function. The policy seeks to increase transparency, coherence and efficiency in generating and using evaluative knowledge for organizational learning and effective management for results, and to support accountability. The policy also applies to the associated funds and programmes of UNDP – the United Nations Capital Development Fund (UNCDF) and the United Nations Volunteers (UNV) programme. <http://web.undp.org/evaluation/policy.htm#vi>

- ✓ To consider the applicability of the LFI approach as a specific instrument within other UNCDF global programmes such as Finance for Food and Inclusive and Equitable Local Development (IELD)¹¹
- ✓ To provide an assessment of how effectively UNCDF has positioned itself with government and other key actors in the development finance space in the countries targeted, with a view to replication and scaling up of the approach at a later date
- ✓ On the basis of experience to date, consider what are the various minimum conditions in terms of macro-economic, policy and institutional, and administrative capacity at the local level that should be in place for an LFI investment pipeline to be up and running and for a country to be considered ready to receive LFI

3. **Evaluation Methodology:**

The evaluation should be transparent, inclusive, participatory and utilization-focused. It will 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*¹².

It should follow a theory-of-change approach to assess the progress of the initiative across the various countries in which it has intervened against the expected end results, taking into account the influence of relevant contextual factors that may have had an effect on the achievement of these results.

The evaluation should draw upon mixed methods of quantitative and qualitative data using both existing secondary data as well as primary data to be gathered during the evaluation itself to come up with an overall assessment backed by clear evidence. To the extent possible, the data should be disaggregated by age, gender, marginalized and vulnerable groups.

The evaluation should seek to answer the following overall questions according to the 5 UN/OECD/DAC criteria:

Evaluation criteria and main questions	Evaluation sub-questions (not more than 4 per main question)	Judgement Criteria
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¹¹ Please see <http://www.uncdf.org/en/finance-food-f4f> and <http://www.uncdf.org/en/ield> for more information.

¹² UNEG Evaluations Norms and Standards: <http://www.uneval.org/document/detail/21>

UNEG Code of Conduct: <http://www.unevaluation.org/document/detail/102>

UNEG Guidance for Integrating Human Rights and Gender Equality in Evaluation :

<http://www.unevaluation.org/document/detail/980>

Question 1: Relevance and quality of design of the LFI initiative	1.1 How relevant is the Local Finance Initiative to the programme countries in which it has intervened and how well situated is it in comparison to similar initiatives by other national and international development partners?	<p>Programme relevant to broader national strategies regarding decentralized financing of infrastructure at the local level and broader local economic development through job creation, revenue collection and backward and forwards linkages in local economic systems</p> <p>Programme distinct from other related initiatives in programme countries</p>
	1.2 As presently designed, how coherent is the programme design to the achievement of overall programme objectives?	<p>-Coherent overall programme design with individual results streams appropriately resourced and planned and supporting coherently overall programme objectives</p> <p>-Appropriate choice of programme partners on both the project development and project financing sides</p>
	1.3 How well are programme objectives supported by LDC partners at the central and local levels as well as by development partners?	<p>-Strong ownership of the LFI approach by LDC partners at the central and local levels</p> <p>- Relevant to development funders programming strategies in line with objectives of Addis Ababa Action Agenda and new international development framework</p>
	1.4 How well designed is the programme with a view to later transition, expansion and replication in line with UNCDF's maturity model?	<p>-Good quality results monitoring system capturing the financial, economic and social outcomes at the level of investments as well as progress in policy and institutional capacity at central and local levels</p> <p>- Clear knowledge management strategy in place or planned to publicise results and support programme expansion</p>

	1.5 To what extent is programme design sufficiently taking cross-cutting issues into account?	<p>-Appropriate integration of UN gender and human rights elements into programme design</p> <p>- Appropriate consideration of how women's economic empowerment can be best served by the intervention</p> <p>-Appropriate consideration of environmental and social standards in design</p>
Question 2: Efficiency	2.1 What is the quality of programme management and how well has the initiative delivered its expected results to date?	<p>- Timely implementation of programme deliverables</p> <p>- Transparent and efficient RFA processes to select LFI partners</p>
	2.2 What is the quality of programme outputs delivered to date?	<p>- High quality technical assistance being provided by the LFI team to participants in each stage of the investment process</p> <p>- Relevant and high quality advice given to institutional partners active at the policy level.</p>
	2.3 What is the current and likely performance of investments financed at the local level in LFI programme countries?	- Evidence of current or likely financial, economic, and social impacts of investment projects supported by LFI
	2.4 What is the quality of programme monitoring systems. To what extent is it possible to capture the likely results of these investments on the local economies in terms of financial, social and environmental impact?	<p>- Clear economic, social and environmental performance metrics embedded within agreed projects</p> <p>- Clear mechanisms for ongoing monitoring of economic and social performance of investments once they have begun</p> <p>- Mechanisms in place to capturing the effects on local economic development through job creation, revenue collection and forward and backward linkages</p>
	2.5 How well are partner contributions/involvement in programme implementation working?	- Well - functioning steering committees providing strategic oversight of programme implementation

		<ul style="list-style-type: none"> - Clear ownership of the initiative by development partners and national partners with a view to replication and scaling up
<p>Question 3: Effectiveness (organizational change at the level of key programme counterparts)</p> <p>To what extent is the initiative on track to contributing to the improved capacity of public and private project developers to identify, develop and manage investment projects targeting local economic development in the programme's target countries?</p>	3.1 How far is the programme contributing to improvements in capacity and changes in behaviour of public and private sector project developers to identify and develop small - to medium-size infrastructure projects at the local level in programme countries?	<ul style="list-style-type: none"> -Evidence of increased awareness of approaches to structured project finance in programme countries amongst project developers -Capacity established within national and local government officials and the private sector at the local level to identify and develop infrastructure projects -Evidence of current or future pipelines of proposed infrastructure projects by the public and private sector at the local level in programme countries
	3.2 How far is the programme contributing to the improved capacity and changes in behaviour of the domestic financial sector to providing financing for small-to medium-sized infrastructure projects at the local level in programme countries?	<ul style="list-style-type: none"> -Evidence of increased awareness of approaches to structured project finance in programme countries amongst project financiers -Capacity established within the local domestic financial sectors to provide financing for small – to medium-sized infrastructure projects -Evidence of current or future pipelines of proposed infrastructure financing at the local level in programme countries
	4.1 To what extent is the programme on track to supporting the building of an improved policy and institutional enabling environment to channel resources (both domestic and international) to financing local level infrastructure in LFI target countries	<ul style="list-style-type: none"> - Improvements to business enabling environment for domestic resource mobilisation (e.g. policy, laws, regulation) by national and local governments

	4.2 To what extent can programme activities be linked to increases or decreases in the domestic and/or international resources set aside for infrastructure development at the local level.	<p>-Evidence of current or likely increases in domestic resources (both public and private) being leveraged by the programme and channeled to local infrastructure spending linked to programme—induced changes in the policy and regulatory environment</p> <p>- Evidence of current or likely increased financial support by the international development community for local economic development project development and finance in LFI countries</p>
	4.3 To what extent is the programme likely to contribute to initiating or sustaining broader economic development in the localities where it is present.	<p>- Programme – supported investments likely to spur increased economic development in the localities where it is present</p>
Question 5: Sustainability of programme results within the broader policy environment	<p>5.1 To what extent are changes at the policy and institutional level supported by the programme likely to continue over time?</p> <p>5.2 What are the prospects for continued financial and social performance of the portfolio of LFI – supported investment projects over time?</p>	<p>- Stable policy and financing environment foreseen evolving to meet the needs of the sector</p> <p>- Effective functioning of an LFI national platform or equivalent</p> <p>- Likelihood of continued operational performance of investments including guaranteed revenue streams</p>

Interested bidders are requested to submit a methodological proposal for the evaluation which should include the following elements:

- The **theory of change** for the LFI intervention which is reproduced in figure x above
- An **Evaluation Matrix** with four columns and including the evaluation questions and sub-questions, an accompanying set of judgment criteria or performance indicators and the different data collection and analysis methods (or 'lines of evidence') proposed. (This will be validated by the successful firm during the inception phase of the evaluation on the basis of additional information to be provided then).

- On the basis of the different data collection and analysis methods proposed, a **data collection toolkit** should be presented setting out the approach and content of the various qualitative and quantitative tools that firms propose to use in assessing existing secondary data and generating new primary data to answer the evaluation questions. In proposing the evaluation methodology, bidders are invited to consult the quality standards for evaluation in UNCDF (Annex 1)
- In finalizing their proposal, bidders should also explain clearly how the evaluation will incorporate gender equality and human rights perspectives in all stages of the evaluation.¹³
- A proposed sampling strategy of the investments supported by LFI to date which will be finalized during the inception phase
- For the efficiency analysis of the performance of the investments themselves, in addition to considering their actual and/or likely financial, economic, environmental/social performance, the team should consider how well the measurement frameworks that are in place are able to capture these different dimensions of performance using international good practice in this area as a benchmark.¹⁴ One element to consider here is the extent to which the Local Finance Initiative is respecting principles of additionality both at the initial selection phase of investments as well as during implementation; in doing so, the evaluation methodology should attempt to consider the counterfactual in the investments sampled and the extent to which the results generated by the portfolio are over and above what would be being generated anyway
- The proposal should also include a **detailed and realistic evaluation work plan** showing the overall time commitment to the project, as well as specific tasks and timelines, to be allocated to each individual team member.

In drawing up the proposed work plan, evaluation teams should be given sufficient time to complete: i) a thorough review of programme documentation in the three countries of programme implementation during the inception phase; ii) combined country visits to programme countries of not less than twenty-five days with a majority of time spent in Tanzania; iii) a thorough write up phase of the evaluation report, to include the presentation, analysis and transparent aggregation of the different 'lines of evidence' collected during the preceding evaluation phases into the final evaluation report.

The methodology will be further developed during the inception phase under the supervision of the Evaluation Unit.

4. Audience and Timing:

The primary audience for this evaluation is UNCDF, the funders of the Initiative as well as LFI's partners in Tanzania, Uganda, and Benin both with the national authorities and the programme funders.

¹³ The UNEG guidelines on incorporating gender equality and human rights are a standard resource for designing evaluations with these objectives in mind and stand as a benchmark against which the UNCDF Evaluation Unit will later be judged. For more information, please see: www.uneval.org/document/download/1294

¹⁴ See for example <https://www.ecgnet.org/content/private-sector-operations>

The LFI final evaluation is scheduled to start in September 2016 and be concluded by February 2017 with the following proposed timing:

- Inception phase: October – November 2016
- Mission phase: November – December 2016
- Post-mission phase: December - February 2017

5. Management roles and responsibilities:

To ensure independence and fulfilment of UN evaluation standards, the Evaluation Unit of UNCDF in New York is responsible for the management of this evaluation and will hire an independent firm to conduct the evaluation.

The Evaluation Unit will provide administrative and methodological support, including joining the evaluation team in selected field visits, and is responsible for the overall quality of the report.

An Advisory Panel for the evaluation will be set up, composed of representatives of UNCDF'S Local Development Practice Area at Headquarters as well as from LFI's partners amongst international development agencies and UNCDF's partner governments in the LDCs. The role of the Advisory Committee is to support the Evaluation Unit in managing the evaluation by participating in the following:

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

6. Evaluation Process:

The evaluation process has 3 distinct phases:

a) Inception Phase and desk review:

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

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

7. 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 revisions to the evaluation deliverables until they meet the quality standards set by the UN Evaluation Group (UNEG).¹⁵

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

Deliverables	Description	General Timeframe
INCEPTION PHASE: Inception Report and Data Collection Toolkit	<p>The inception report will present a refined scope for the evaluation, a detailed and validated outline of the evaluation design and methodology and a complete evaluation matrix with questions, sub-questions, indicators, data collection methods and information sources</p> <p><u>Length:</u> max 25 pages excluding annexes. A template will be provided by the Evaluation Unit at the start of the inception phase.</p> <p>Data Collection Toolkit that proposes a set of distinct 'lines of evidence' or data collection instruments (i.e., interview guides, focus group discussion guide, direct observation forms, questionnaires for consultations stakeholders, etc. as well as tools for quantitative analysis) to be employed in the course of the evaluation in line with the UNCDF quality standard for evaluation reports.</p> <p>The inception report should also include templates for brief country reports comparing and contrasting the approach, the background policy and institutional environment and the results of</p>	<p>October – November 2016</p>

¹⁵ UNEG Quality Checklist for Evaluation Reports: <http://www.uneval.org/document/detail/607>
 UNEG Quality Checklist for Inception Reports: <http://www.uneval.org/document/detail/608>

	<p>the programme to date in Tanzania, Benin and Uganda.</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 2nd draft will be shared with the Advisory Panel for comments. The Evaluation Team will develop a final Inception Report integrating the feedback received.</p> <p>The evaluation team should maintain an audit trail of the comments received and provide a response on how the comments were addressed in the revised drafts.</p>	
IN-COUNTRY PHASE:	<p>The evaluation team should conduct country visits to all three programme countries meeting with key stakeholders, visiting project sites and interacting with the programme team. Because of the more advanced status of implementation in Tanzania, the team is asked to spend a majority of its time there.</p>	November – December, 2016
<p>POST MISSION PHASE:</p> <p>Draft Evaluation Report</p> <p>(including three rounds of revisions)</p>	<p>The draft report should outline clear evidence-based conclusions and findings, SMART recommendations, and a crisp, clear and compelling Executive Summary.</p> <p>It should be backed up by three brief country reports (maximum 20 pages) comparing and contrasting programme performance and the context in which it being implemented in the three countries.</p> <p>A first draft evaluation report will be shared with the Evaluation Unit for initial feedback. The 2nd draft report will incorporate the Evaluation Unit's feedback and will be shared with the Advisory Panel and technical staff from LDGP. Comments will be integrated into a final draft report.</p> <p>The evaluation team should maintain an audit trail of the comments received and provide a response on how the comments were address in the revised drafts.</p> <p>Length: maximum 50 pages excluding annexes. Template will be provided by the Evaluation Unit at the start of the inception phase.</p>	December 2016 – February 2017

Power Point Presentation for HQ debriefing (max 20 slides and 20 minutes presentation).	A PPT summarizing the main findings and recommendations.	
Final Evaluation Report, including an Executive Summary, and organized according to the evaluation sub-question with evaluation findings aggregated and synthesized on the basis of the results of the different data collection and analysis tools.	A final report that incorporates comments received from all partners.	

8. Composition of Evaluation Team:

The evaluation team should present a combination of experience in evaluation and technical expertise in the area of development finance for local economic development in the Least Developed Countries of Africa.

The team should be familiar with approaches used to measure the performance of local development finance initiatives by the international financial institutions in the least developed countries and should offer expertise and experience including technical knowledge of development finance and local government reform and experience of introducing new financial mechanisms into domestic financial systems as well as theory-based approaches to performance evaluation incorporating both quantitative and qualitative analysis of both existing secondary data and primary data.

Total members of the team should be a minimum of 3 (including team leader). The evaluation team should also be gender-balanced and include at least one representative from a programme country in which the Local Finance Initiative has been implemented. At least one team member should be able to work in French.

Beyond that, bidders are free to propose whichever team they feel can most adequately fulfil the objectives of the evaluation provided the following roles are adequately covered:

The **Team Leader** is expected to offer expertise and experience in both international development evaluation and local development finance in developing countries. More specifically, we expect the following:

Corporate Competencies:

- Demonstrates integrity by modelling the UN's values and ethical standards;
- Promotes the vision, mission and strategic goals of UNCDF
- Displays cultural, gender, religion, race, nationality and age sensitivity and adaptability
- Treats all people fairly without favoritism
- Fulfills all obligations to gender sensitivity and zero tolerance for sexual harassment

Functional Competencies:

- Strong interpersonal skills, communication and diplomatic skills, ability to work in teams and multi-cultural environments
- Strong analytical, reporting and writing abilities
- Openness to change and ability to receive/integrate feedback
- Ability to work under pressure and tight deadlines

- Fluency in English; knowledge of French

Education: Master's in Economics, Finance, Business or Public Administration or related field. Academic specialization in public finance is an asset.

Experience in:

Evaluation

- Proven experience of designing and leading a mix of different types of development evaluation (performance, outcome and/or impact evaluations) and in overseeing the transparent collection, presentation, analysis and aggregation of multi-method lines of evidence; as part of this, specific experience in leading evaluations assessing the results of public and private finance initiatives in developing countries using a range of relevant qualitative and quantitative evaluation tools is also expected.
- Demonstrated experience of applying international evaluation standards related to human rights and gender equality and experience in using methods and approaches that allow for differentiated and disaggregated analysis of gender in the evaluation reports being generated

Local development finance

- A minimum of fifteen years accumulated experience in international development finance, including experience in designing, managing and assessing the performance of development finance instruments supporting infrastructure development in developing countries at the national and local levels. This experience should include expert knowledge and awareness of different tools and methods to promote local finance (including for example municipal finance, knowledge of public-private partnership mechanisms, knowledge of SME financing); and familiarity with the evolution of the international development landscape including recent agreements on the SDGs and the Addis Ababa financing agenda that accompany them
- Knowledge and experience of applying relevant industry performance benchmarks to measure the financial, economic and social impacts of development finance

Responsibilities of the Team Leader (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 labour, 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
- Regularly updating UNCDF and donors on the progress of the evaluation
- Quality control for the evaluation report
- Adherence to UNCDF templates and other requirements as specified in this TOR

Profile specifications for Evaluation Team members

The rest of the evaluation team is expected to offer the same corporate and functional competencies as the Team Leader.

Education:

Team members should have attained the same educational level as the Team Leader namely a Master's in Economics, Finance, Business or Public Administration or related field. Academic specialization in public finance is an asset.

Experience:

Team Members should offer:

- Experience and expertise in designing, implementing and/or measuring the results of programmes supporting the developing of new public and private development finance tools supporting infrastructure development – including structured finance - in developing countries in Africa and Asia as well as documented experience of undertaking/participating in development evaluations looking at the performance of interventions targeting economic development in developing countries. Specifically, this experience should include knowledge of how international development assistance can be deployed to catalyse private sector investment in a portfolio of grant and loan-supported investment projects across a variety of sectors in the real economy.
- Experience of conducting a variety of different types of evaluations of public and private finance for infrastructure development in developing countries
- Experience in applying a gender lense to all stages of a development evaluation, including proven ability to collect, present, analyse and aggregate data in conformity with relevant United Nations Evaluation Group gender norms

Responsibilities of Team Member(s) (in addition to all other generic responsibilities and expected deliverables outlined in this TOR) and working under the direction of the Team Leader:

- 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 from the inclusive finance industry
- Leading the presentation of the draft evaluation findings and recommendations for the countries visited
- Responsible for the final 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

9. Scope of the Proposal Price and Schedule of Payment

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. 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.

ANNEXES TO THESE TERMS OF REFERENCE:

Annex 1: Overview of investment pipeline in the LFI countries to date

Annex 2: Additional background on UNCDF's Local Development Finance Practice Area

Annex 3: Quality standards for UNCDF evaluation reports

Annex 1: Overview of investment pipeline in LFI countries

The following section provides an overview of LFI implementation in i) Tanzania initially under the LFI-Tanzania project and then from funding under the LFI-Global programme and ii) in Uganda and Benin under the LFI Global Programme. It is backed up by a list of investments divided into three tiers to denote progress in implementation: Tier 1: the most advanced projects in terms of development; may have reached the financial closure or about to reach the financial closure in 6-9 months; 2) Tier 2 projects have reached the middle stage of their development life cycle and require additional support from LFI so as to move to an upper class. Tier 2 projects are expected to reach financial closure within 9 to 18 months depending on their uniqueness and complexities; 3) Tier 3 projects are projects that are still in very early development stage and hence require intensive support.

For the Tanzania portfolio, bidders are also invited to consult the LFI end-of-term report: July 2012 – June 2015 for additional on progress in developing the portfolio including more information on selected investments. Further information will be given to the successful bidder during the inception report of the evaluation: http://www.unctf.org/sites/default/files//Documents/lfi-t_end_term_report.pdf

▪ Tanzania

Climate Resilience and Clean Energy

In line with UNCDF's thematic interventions related to building climate resilience, clean energy, and rural electrification, the programme has leveraged its strategic partnerships with the Rural Energy Agency (REA), UN and national agencies to identify and develop clean energy infrastructure projects in rural areas across Tanzania. In total, LFI is providing technical assistance during project development and financing stages and deploying its suite of risk mitigation strategies to a portfolio of clean energy power generation projects that are collectively expected to generate 18.334 MW of electricity. The construction of these essential rural power generation projects, is expected to yield improved social, economic and environmental outcomes that are essential to the transformational impact and the multiplier effect within the rural communities in Tanzania. These outcomes include: increased efficiency in health and educational service delivery; access to information; reduction in use of fossil fuels; increased productivity in economic activities such as in agriculture and entrepreneurship; time saving in unpaid care work which can be used in productive activities.

Food Security

The LFI Programme is committed to pursue its thematic intervention of advancing food security in Tanzania, by supporting the development of agro-processing subsector in rural Tanzania. The LFI Programme is supporting a portfolio of agricultural infrastructure projects across various agriculture value chains including oil seeds (sunflower), horticulture, honey, dairy, cassava, cashew nuts and fish farming. UNCDF aims to unlock public and private sector funding to key agricultural infrastructure that can elevate the livelihoods of rural agricultural communities by: improving agricultural productivity e.g. mechanised farming; monetizing agricultural output, for example processing infrastructures; providing financial risk management e.g. storage and warehouse receipt systems and collateral benefits to access further finance.

Public Service Delivery Infrastructure

Within the overarching national goal of decentralisation and in a bid to drive local economic development at the sub-national level, the LFI Programme aims to capacitate LGAs to be able to identify, develop and crowd in domestic

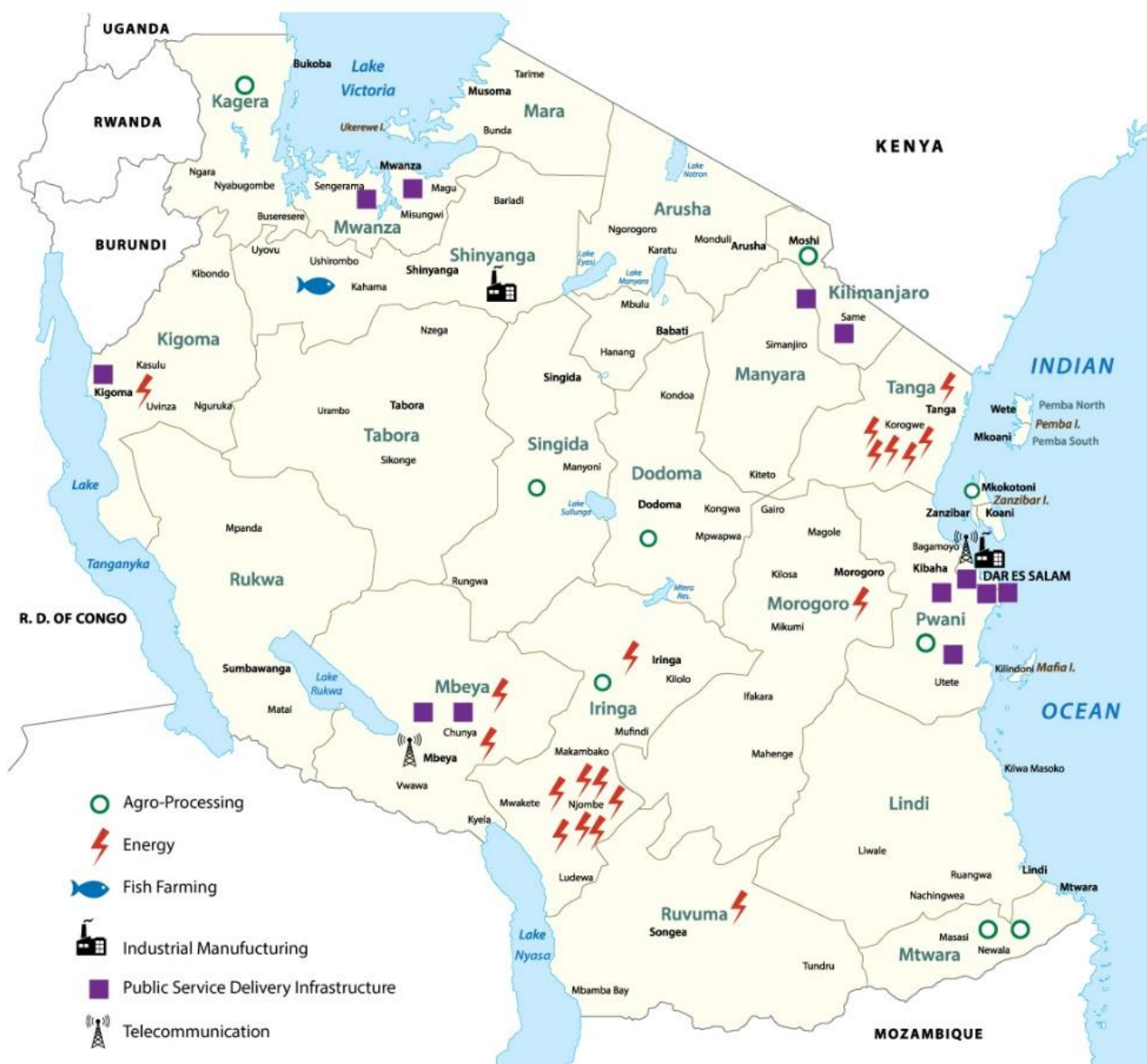
finance for the development of sustainable revenue generating infrastructure projects. These infrastructure projects are essential in reducing LGAs dependence on only the government fiscal transfers and ultimately assert their independence to develop critical infrastructure projects that can build robust and quality public service delivery networks in key sectors such as transport, water, energy, health, education and private businesses. To this end, the LFI programme is working with select LGAs across Tanzania to support their implementation of various commercially viable investments that can increase the efficiency of public service delivery especially as well as provide enabling infrastructure to catalyse economic activities.

Information and Communications Technology (ICT)

LFI is supporting the development of relevant telecommunication infrastructure as a means of addressing inequalities, economic empowerment of women and youth by increasing access to information especially in rural areas. In a farming community for example, the farmers will have easily accessible information such as weather conditions and latest farming techniques for improved crop yields, while also benefiting from having a platform to market their agricultural products. Access to information and knowledge are vital factors in facilitating the achievement of poverty reduction and sustainable human development.

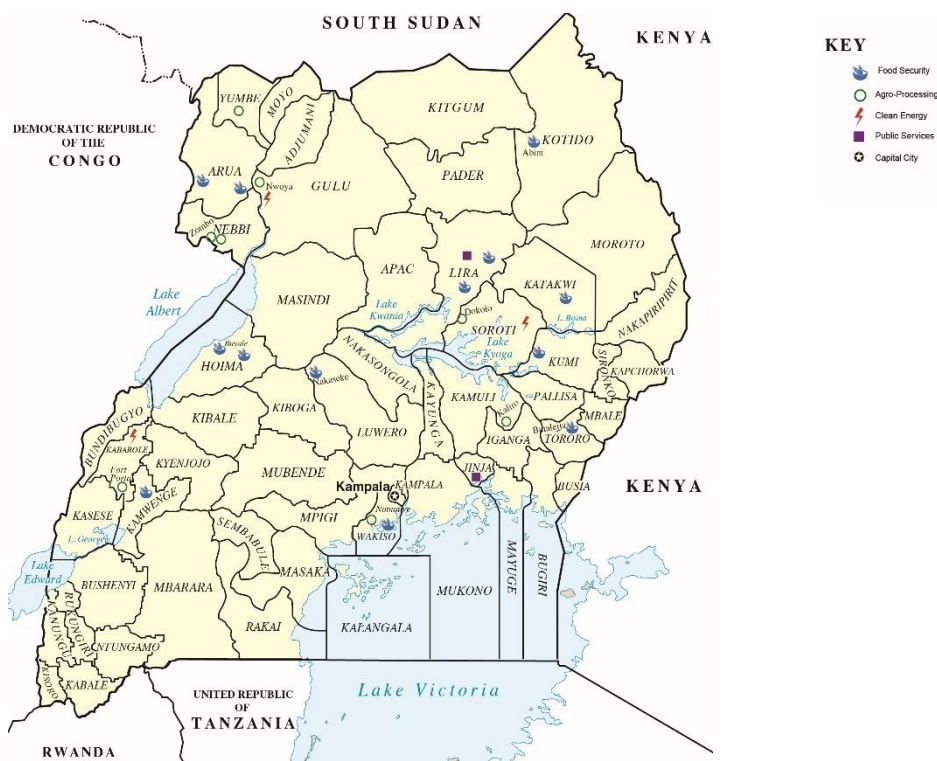
Regional Distribution

The 34 active projects in the pipeline are spread across 18 regions in the Tanzanian mainland and in five sectors.



Uganda

Through a comprehensive selection process, the LFI -U programme has selected a portfolio of small and medium sized infrastructure projects critical to triggering Local Economic Development (LED) across Uganda. To date, the LFI-U programme is supporting 13 public and private LED infrastructure projects across 12 regions in Uganda as depicted in the map below.



The selected projects have been specifically targeted to advance thematic interventions in key areas as outlined below:

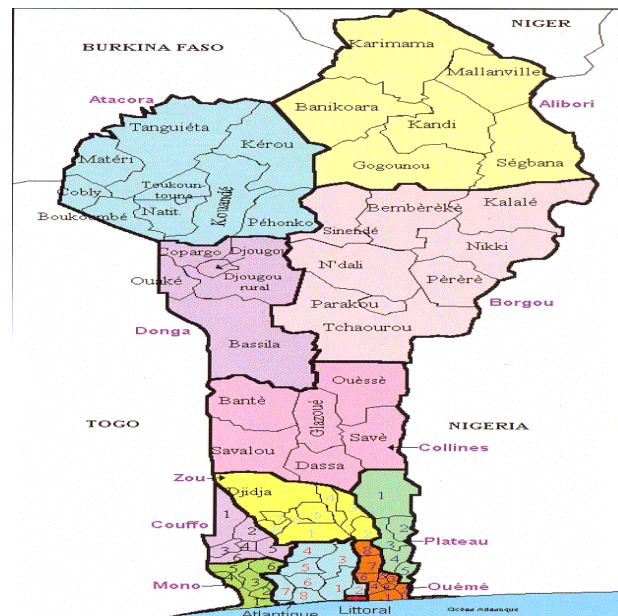
- **Food Security and Agro Processing:** The LFI Programme is committed to pursuing its thematic intervention of advancing food security in Uganda, by supporting the development of the agro-processing subsector. The LFI Programme is supporting a portfolio of 22 agricultural infrastructure projects across various value chains including dairy, coffee, fruits, maize, rice, soy bean, honey, sesame seeds, cassava, tea, sorghum and fish farming. UNCDF aims to unlock public and private sector funding to key agricultural infrastructure projects that can elevate the livelihoods of rural agricultural communities by: improving agricultural productivity through mechanised farming; value addition to agricultural output through processing; providing financial risk management e.g. storage and collateral benefits to access further finance.
- **Climate Resilience and Clean Energy:** LFI-U aims to build climate resilience through its support of clean energy infrastructure projects in rural areas of Uganda. In total, LFI is providing technical assistance during project development and deploying its suite of risk mitigation strategies to a portfolio of clean energy power generation projects that are collectively expected to generate 18.4 MW of electricity as well as sale of carbonized briquettes. The construction of these essential rural power generation projects is expected to yield improved social, economic and environmental outcomes that are essential to the transformational impact and multiplier effect within rural communities in Uganda. These outcomes include: increased

efficiency in health and educational service delivery; access to information; reduction in use of fossil fuels; increased productivity in economic activities such as in agro-processing and entrepreneurship.

- **Public Service Delivery Infrastructure:** Within the overarching national goal of decentralisation and in a bid to drive local economic development at the sub-national level, LFI-U aims to capacitate Local Government Authorities (LGAs) to be able to identify, develop and crowd in domestic finance for the development of sustainable revenue generating infrastructure projects. These infrastructure projects are essential in reducing LGA dependence on government fiscal transfers and ultimately enable them to assert their independence to develop critical infrastructure projects that can build robust and quality public service delivery networks in key sectors such as transport, water, energy, health, education and private businesses. To this end, the LFI programme is working with 3 select LGAs in Lira, Jinja and Busia to support the implementation of various commercially viable investments that can increase the efficiency of public service delivery as well as to provide enabling infrastructure to catalyse economic activities.

▪ Benin

The LFI Benin Programme was launched in November 2015 but the first call for project proposal was launched in May 2016. The first call for project proposals targeted Local Economic Development (LED) Projects focusing on Food Security in line with the country's national priorities. This call for proposals attracted 94 projects which resulted into 30 active projects in the current LFI-Benin portfolio is detailed in the LFI portfolio below. The 30 projects under review came across different districts from the 12 regions of Benin. In the near future there will be another call for project proposals to attract other LED projects apart from food security.



Overview of current LFI investment portfolio in Tanzania, Uganda and Benin

NB: **Tier 1** are the most advanced projects in terms of development; may have reached the financial closure or about to reach the financial closure in 6-9 months; 2) Tier 2 projects have reached the middle stage of their development life cycle and require additional support from LFI so as to move to an upper class. Tier 2 projects are expected to reach financial closure within 9 to 18 months depending on their uniqueness and

complexities; 3) Tier 3 projects are projects that are still in very early development stage and hence require intensive support;

UNCDF LOCAL FINANCE INITIATIVE										
	PROJECT NAME	TIER	COST (Mio.US\$)	DEBT (Mio.US\$)	EQUITY (Mio.US\$)	SECTOR	LOCATION	COUNTRY	STATUS	Developer Type
1	Kibaha Market Project	1	10.1	7.3	2.8	Public Service Infrastructure	Pwani	Tanzania	Active	Public
2	Kibaha Bus Terminal Project	1	7.1	5.7	1.4	Public Service Infrastructure	Pwani	Tanzania	Active	Public
3	EA Power Limited	1	23.0	15.0	8.0	Rural Electrification	Mbeya	Tanzania	Active	Private
4	Maguta Project	1	10.9	2.0	8.9	Rural Electrification	Iringa	Tanzania	Active	Private
5	Lupali Project	1	1.9	0.9	1.0	Rural Electrification	Njombe	Tanzania	Active	Private
6	Ngangamfu muni Bus Terminal	1	15.8	11.1	4.7	Public Service Infrastructure	Kilimanjaro	Tanzania	Active	Public
7	Ileje Community Radio	1	0.2	0.2	0.0	Telecommunication	Mbeya	Tanzania	Active	Public
8	Ensol Tanzania Ltd	1	3.3	1.0	2.3	Rural Electrification	Tanga	Tanzania	Active	Public
9	Ijangala Small Hydro	1	1.3	0.8	0.5	Rural Electrification	Njombe	Tanzania	Active	Public
10	FJS Start Processing Company Ltd	1	6.7	5.7	1.0	Agro Processing	Pwani	Tanzania	Active	Private
11	Luswisi Small Hydro	1	11.5	9.2	2.3	Rural Electrification	Mbeya	Tanzania	Active	Private
12	TANECU Cashew Processing Factory	1	20.8	12.5	8.3	Agro Processing	Mtwara	Tanzania	Active	PPP
13	Mwenge Sunflower Oil Mill Company Limited	1	1.9	1.6	0.3	Agro Processing	Singida	Tanzania	Active	Private
14	Coco Beach Urban	2	47.0	28.2	18.8	Public Service Infrastructure	Dar es Salaam	Tanzania	Active	PPP

	Development									
15	Kalemawe Dam	2	1.4	0.5	0.9	Agro Processing	Kilimanjaro	Tanzania	Active	Public
16	Nelwa's Gelato	2	0.6	0.5	0.1	Agro Processing	Dar es Salaam	Tanzania	Active	Private
17	Lokolova Cereal Market	3	16.9	10.1	6.7	Public Service Infrastructure	Kilimanjaro	Tanzania	Active	Public
18	Kigoma Special Economic Zone	3	16.7	10.0	6.7	Public Service Infrastructure	Kigoma	Tanzania	Active	Public
19	Kagera Nyuki Mali Cooperative	3	1.2	0.9	0.4	Agro Processing	Kagera	Tanzania	Active	Private
20	Agro-Serve Food Processing	3	1.7	0.8	0.8	Agro Processing	Kagera	Tanzania	Active	Private
21	Horticulture products	3	2.0	0.8	1.2	Agro Processing	Arusha	Tanzania	Active	Private
22	Kibaha Dairy	3	0.8	0.7	0.1	Agro Processing	Pwani	Tanzania	Active	Private
23	Zanzibar Sugar Factory	3	25.0	15.0	10.0	Agro Processing	Zanzibar	Tanzania	Active	Private
24	Mbeya Commercial Complex	3	7.5	6.0	1.5	Public Service Infrastructure	Mbeya	Tanzania	Active	Public
25	Health Environmental Communication Initiative	3	0.1	0.1	0.0	Manufacturing	Dodoma	Tanzania	Active	Private
26	Kibirizi Project - Fisheries	3	0.9	0.4	0.5	Agro Processing	Kigoma	Tanzania	Active	Public
27	Southern highlands Agriculture Development Company (SHADECO)	3	1.4	1.1	0.3	Agro Processing	Iringa	Tanzania	Active	Private
28	Chamwino grape	3	10.1	7.6	2.5	Agro Processing	Dodoma	Tanzania	Active	PPP

	Processing Factory									
2 9	Kisutu Market	3	10.5	6.3	4.2	Public Service Infrastructure	Dar es Salaam	Tanzania	Active	Public
3 0	Kagunga Cross- border Market	3	2.9	1.9	1.0	Public Service Infrastructure	Kigoma	Tanzania	Active	Public
3 1	Isigula Small Hydro	3	1.7	1.4	0.3	Rural Electrification	Njombe	Tanzania	Active	Private
3 2	Chamwino Grape Processing Phase II	3	2.0	1.6	0.4	Agro Processing	Dodoma	Tanzania	Active	Private
3 3	Sengerema Modern Market	3	10.1	7.3	2.8	Public Service Delivery Infrastructure	Mwanza	Tanzania	Active	Public
3 4	Chobo Investment s Company Limited	3	3.7	0.7	3.0	Agro Processing	Mwanza	Tanzania	Active	Private
3 5	Okoro Coffee	1	0.56	0.51	0.0	Agro Processing	Zombo	Uganda	Active	Private
3 6	NUCAFE	1	2.79	0.90	1.9	Agro Processing	Namanve - Wakiso District	Uganda	Active	Private
3 7	Farmer's Creameries Limited	1	13.20	8.20	5.0	Agro Processing	Mbarara	Uganda	Active	Private
3 8	Busia Lorry Park	2	1.48	1.48	-	Public Service Delivery Infrastructure	Busia	Uganda	Active	PPP
3 9	Delight Uganda Limited	2	14.00	14.00	-	Agro Processing	Nwoya	Uganda	Active	Private
4 0	Kamwenge District - KCDL	2	2.90	2.53	0.4	Agro Processing	Kamwenge	Uganda	Active	Private
4 1	Lwoba Holdings Ltd	2	3.25	0.95	2.3	Agro Processing	Butalejja	Uganda	Active	Private
4 2	Eizooba Energy One Ltd	2	20.00	18.00	2.0	Rural Electrification	Soroti	Uganda	Active	Private
4 3	Soy Products Internation al	2	1.20	0.92	0.3	Agro Processing	Dokolo	Uganda	Active	Private
4 4	Talian company proposal	2	1.51	0.98	0.5	Agro Processing	Buyale - Kiryandong o district	Uganda	Active	Private

45	Foliage Nectors	3	6.22	6.15	0.1	Agro Processing	Arua	Uganda	Active	Private
46	Nilepro trust Ltd	3	1.14	0.90	0.2	Agro Processing	Yumbe	Uganda	Active	Private
47	PamRone Investment s Ltd	3	0.22	0.14	0.1	Rural Electrification	Nwoya	Uganda	Active	Private
48	Agro Benin Soybean processing plant	1	0.77	0.77	-	Agro Processing	Glazoué	Benin	Active	Private
49	Modern slaughterhouse	3	10.50	10.50	-	Agro Processing	Bohicon & Parakou	Benin	Active	Private
50	Freezing & smoking of rabbit meat	3	0.38	0.34	0.0	Agro Processing	Womey (Abomey-Calavi)	Benin	Active	Private
51	Ecological & integrated agriculture	3	3.17	2.81	0.4	Agro Processing	Ikemon (Ouèssè)	Benin	Active	Private
52	Roasted peanuts processing plant	3	2.16	1.20	1.0	Agro Processing	Azovè	Benin	Active	Private
53	Production & transformation banana	3	0.11	0.07	0.0	Agro Processing	Agbonhou nsou (Zè)	Benin	Active	Private
54	Reservoir for fish farming	3	0.36	0.35	0.0	Agro Processing	Sonnoumon (N'Dali)	Benin	Active	Private
55	Production of fruit juice	3	1.61	1.38	0.2	Agro Processing	Sékou (Allada)	Benin	Active	Private
56	Agricultural entrepreneurship training	3	4.25	4.25	-	Agro Processing	Benin	Benin	Active	Private
57	Fish & rabbit breeding + restaurant	3	0.34	0.28	0.1	Trade	Cocotomey & Zè	Benin	Active	Private
58	Agropole for agribusiness firms	3	5.00	4.00	1.0	Agro Processing	Sèmè-Podji	Benin	Active	Private
59	Cashew processing	3	5.99	4.26	1.7	Agro Processing	Savalou	Benin	Active	Private

60	Cashew processing	3	3.20	1.90	1.3	Agro Processing	Tchetti (Savalou)	Benin	Active	Private
61	Agro-pastoral (rabbit, duck, turkey...)	3	0.03	0.02	0.0	Agro Processing	Toffo	Benin	Active	Private
62	Cashew nut & Cashew apple juice	3	2.33	1.22	1.1	Agro Processing	Badekparou (Tchaourou)	Benin	Active	Private
63	Production of renewable energy	3	0.32	0.26	0.1	Renewable energy	Saclo (Bohicon)	Benin	Active	Private
64	Production of organic fertilizer	3	30.68	8.64	22.0	Manufacturing	Torri-Bossito	Benin	Active	Private
65	Vegetable production (carrot, lettuce...)	3	0.17	0.06	0.1	Agro Processing	Abomey-Calavi	Benin	Active	Private
66	Production of pure pineapple juice	3	0.52	0.36	0.2	Agro Processing	Adjagbo (Allada)	Benin	Active	Private
67	Import & sale of corn mills to 16 communes	3	1.35	1.20	0.2	Trade	16 communes in Benin	Benin	Active	Private
68	Yoghurt, fruit juice and mineral water	3	11.65	5.30	6.4	Manufacturing	Glo-Djigbé	Benin	Active	Private
69	Production and processing of cassava, yam, corn and soybeans	3	0.11	0.07	0.0	Agro Processing	Savalou	Benin	Active	Private
70	vegetable & soybean	3	0.52	0.06	0.5	Agro Processing	Djakotomey	Benin	Active	Private
71	Production of rice	3	0.07	0.07	(0.0)	Agro Processing	Djakotomey	Benin	Active	Private
72	Production and processing of cassava	3	0.50	0.40	0.1	Agro Processing	Kétou	Benin	Active	Private

7 3	10 agro-pastoral farms	3	2.40	1.22	1.2	Agro Processing	10 communes in Benin	Benin	Active	Private
7 4	Organic pineapple juice	3	0.19	0.12	0.1	Manufacturing	Togoudo (Allada)	Benin	Active	Private
7 5	Organic fertilizer	3	0.50	0.43	0.1	Manufacturing	Grand Nokoué	Benin	Active	Private
7 6	Tomato & moringa in soilless culture	3	0.57	0.51	0.1	Manufacturing	Abomey-Calavi	Benin	Active	Private
7 7	Facilitation access to inputs & equipment s.	3	8.61	8.52	0.1	Agro Processing	Atlantique & Littoral	Benin	Active	Private

Totals	445.4	291.0	154.4
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Annex 2: Further background on UNCDF's Local Development Practice Area

UNCDF's work on local development finance aims at ensuring that people in all regions and locations benefit from development. This means dealing with the specific local challenges of, for example, peri-urban areas and remote rural locations. It means re-investing international and domestic resources back into local economies and local services through, for example, fiscal decentralization, climate finance and project finance. We focus our efforts towards strengthening public financial management and local revenue, improving the quality and sustainability of public and private investments and promoting accountability at the local level.

UNCDF invests its seed capital and technical assistance to promote increased capital flows to the local level, reducing inequalities, improving services and increasing opportunities for sustainable economic development – all contributing to sustainable and equitable local development. UNCDF does this through innovation and testing in new public and private financial systems that mobilize allocate and invest additional resources and promote transparency and accountability in their use.

UNCDF seed capital is invested through four modalities: the Local Development Fund; Government to Person Payments; Local Finance Initiative and the Local Investment Tool.

UNCDF applies its local development finance core approach to support sustainable, inclusive and equitable development, and uses its investment tools in the areas of Decentralization and Citizen Empowerment; Climate Change and Food Security; Gender; Social Protection; Local Economic Development; Information and Communication Technology (ICT) for Local Development; and Cross Border and Post Conflict.

For more information please see: <http://uncdf.org/en/local-development-finance>

Annex 3: Quality grid for UNCDF evaluations

Taken from a recent external review of UNDP's evaluation policy (to which UNCDF is party), this grid was used to assess the quality of evaluation reports in line with the expectations of the UN Evaluation Group (UNEG), as expressed in its Norms and Standards. Interested bidders are requested to take this into account in their design and later conduct of the evaluation.

	Points for criteria scored	Max. Points	Score
A	Purpose of the evaluation clearly stated: <ul style="list-style-type: none"> • why the evaluation was done (1) • what triggered the evaluation (including timing in the project/programme cycle) (1) • how evaluation is to be used (1) 	3	
B	Evaluation objectives <ul style="list-style-type: none"> • evaluation objectives are clearly stated (1) • objectives logically flow from purpose (1) 	2	
C	Organization of the evaluation <ul style="list-style-type: none"> • logical structure to the organization of the evaluation (1) • evaluation report is well written (1) • clear distinction made among evidence, findings, conclusions, <u>lessons</u> and recommendations (1) • report contains executive summary and annexes (2) 	5	
D	Subject evaluated is clearly described Evaluation describes: <ul style="list-style-type: none"> • the activity/programme being evaluated (1) • the programme's expected achievements (1) • how the programme addresses the development problem (1) • the implementation modalities used (1) 	4	
E	Scope of the evaluation Evaluation defines the boundaries of the evaluation in terms of: <ul style="list-style-type: none"> • time period covered (1) • implementation phase under review (1) • geographic area (1) • <u>dimensions of stakeholder involvement being examined</u> (1) 	4	
F	Evaluation criteria Evaluation criteria include: <ul style="list-style-type: none"> • relevance of activities and supported projects/programs (1) • efficiency of operations in support of projects / programs (1) • the achievement of development objectives and expected results (including impacts) (1) • cross-cutting issues: inclusive development which is gender sensitive and environmentally sustainable (1) • the sustainability of benefits and positive results achieved (1) 	5	
G	Multiple lines of evidence <ul style="list-style-type: none"> • one point (1) for each line of evidence used (document review, case <u>studies</u>, surveys, interviews, focus groups, direct observation, etc.), up to a maximum of five points (5) 	5	
H	Evaluation design Elements of a good evaluation design include: <ul style="list-style-type: none"> • an <u>explicit theory of how objectives</u> and results were to be achieved (1) • specification of the level of results achieved (output, outcome, impact) (1) • <u>baseline data</u> (quantitative or qualitative) on conditions prior to programme implementation (1) • comparison of conditions after programme delivery to those before (1) 	5	

	<ul style="list-style-type: none"> • a qualitative or quantitative comparison of conditions among programme participants and a <u>control group</u> (1) 		
I	Evaluation findings and conclusions are relevant and evidence based Evaluation report includes: <ul style="list-style-type: none"> • evaluation findings relevant to the assessment criteria (1) • findings that are supported by the chosen methodology (1) • evidence from different sources triangulated and converge or non-convergence of evidence from triangulation explained (1) • a clear logical link between the evidence and the finding (1) • <u>conclusions which are clearly linked to the evaluation findings as reported</u> (1) • <u>alternative / competing explanations considered</u> (1) 	6	
J	Evaluation limitations <ul style="list-style-type: none"> • statement of the limitations of the methodology (1) • impact of limitations on evaluation (1) • <u>attempts made to remedy limitations are stated</u> (1) 	3	
K	Evaluation Recommendations <ul style="list-style-type: none"> • <u>evaluation contains recommendations that flow from findings and conclusions</u> (1) • recommendations are directed to one or more authority that can act on them (1) • recommendations are action oriented and aimed at improving effectiveness of the programme / investment(1) 	3	
Total (required to have a minimum of 27 points overall, 11 of which should be from Criteria G, H and I, to be considered as adequate)		45	

Section 4: Proposal Submission Form¹⁶

[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.

¹⁶ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

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

We remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Contact Details : _____

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

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

Proposer Information Form¹⁷

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		

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.

14. Attached are copies of original documents of:

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

Joint Venture Partner Information Form (if Registered)¹⁸

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>		

¹⁸ The Proposer shall fill in this Form in accordance with the instructions. Apart from providing additional information, No alterations to its format shall be permitted and no substitutions shall be accepted.

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

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

Section 6: Technical Proposal Form

TECHNICAL PROPOSAL FORMAT
INSERT TITLE OF THE SERVICES

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

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

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

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

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

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

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

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

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="border-top: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-top: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> Signature of the Nominated Team Leader/Member Date Signed </div>		

Section 7: Financial Proposal Form¹⁹

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

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

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

Table A. Cost Breakdown per Deliverables*

No.	Deliverables/ Outputs	Percentage of Total price (weight for payment)	Total price in USD per Deliverable
1.1	Inception Report and Data Collection Toolkit (including up to a maximum three rounds of revisions)	35%	
1.2	Draft evaluation report, included completed Evaluation Matrix (including up to a maximum of three rounds of revisions)	30%	
1.3	Final Evaluation Report with Executive Summary, completed Evaluation Matrix	35%	
	GRAND TOTAL in USD	100%	

**Basis for payment tranches*

¹⁹ No deletion or modification may be made in this form. Any such deletion or modification may lead to the rejection of the Proposal.

Cost breakdown by Cost Components of Table A:

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

No.	Description of Activity	No. of Days		Rate in USD	No. of Personnel	Total Rate in USD for the Entire Duration of the Contract	Comments
1.	Professional Services Fees from Home Offices:						
1.1	Team Leader				1		
1.2	Tem member				2		
2.	Support Personnel as Applicable:						
2.1.	Please insert position as applicable						If applicable to your submission, kindly list the details and periods. you can add/delete as many lines as
3.	Professional Services Fees in Field:	No. of Days		Rate in USD	No. of Personnel	Total Rate in USD for the Entire Duration of the Contract	Comments
3.1	Team Leader				1		
3.2	Team member				2		
4.	Out of Pocket Expenses	UoM	QTY	Rate in USD	No. of Personnel	Total Rate in USD for the Entire Contract Duration	Comments
4.1	International Flights: Destination – Tanzania, Uganda and Benin – Destination	Roun d Trip					Please add rows as needed per given destination and

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

Section 8: 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.

1.1 SECTION 9: CHECKLIST FOR OFFERORS

The hereunder checklist will assist Proposers to verify all the required documents that need to be submitted Under the Technical Proposal :

Description of Documents	Provided OR Not Applicable
Company Profile, which should <u>not</u> exceed fifteen (15) pages, including printed brochures and product catalogues relevant to the goods/services being procured.	
List of Shareholders and Other Entities Financially Interested in the Firm owning 5% or more of the stocks and other interests, or its equivalent if Bidder is not a corporation	
Certificate of Registration of the business, including Articles of Incorporation, or equivalent document if Proposer is not a corporation.	
A minimum 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.	
VAT registration certificate and latest tax clearance certificate.	
Official Letter of Appointment as local representative, if Bidder is submitting a Bid on behalf of an entity located outside the country.	
Statement of Satisfactory performance from the Top Three Clients in terms of provision of similar services in the last 3 years.	
Latest Audited Financial Statements (Income Statement and Balance Sheet) Including Auditor's Report for the past Three Years (2013,2014,2015).	
All information regarding any past and current litigation during the last five (5) years, in which the bidder is involved, indicating the parties concerned, the subject of the litigation, the amounts involved, and the final resolution if already concluded. (If applicable).	
Signed and stamped Proposal Submission Form (Section 4.)	
Signed and stamped Proposer information form (Section 5: From No. 1)	
Signed and stamped the Joint Venture form (Section 5: Form No. 2) if applicable	
Technical Submission as Described Under "Section 6: Technical Submission Form" including required information and schedules and CVs.	