



Date: 18 January, 2018
Reference: RFP 2018/C/003

Request for proposals (RFP 2018/C/ 003)

Consultancy Services for the Development of Anti-Money Laundering and Countering the Financing of Terrorism (AML/CFT) Standard

1. Background

- 1.1 The Green Climate Fund (Fund) was established with the purpose of making a significant and ambitious contribution to the global efforts towards attaining the goals set by the international community to combat climate change. In the context of sustainable development, the Fund will promote a paradigm shift towards low-emission and climate-resilient development pathways by providing support to developing countries to limit or reduce their greenhouse gas emissions and to adapt to the impacts of climate change. The Fund's headquarters are located in Songdo, Incheon City, Republic of Korea.
- 1.2 The Green Climate Fund (GCF) was designated as an operating entity of the financial mechanism of the United Nations Framework Convention on Climate Change ("UNFCCC"). It is governed and supervised by a Board that has responsibility for funding decisions pursuant to the Governing Instrument for the Green Climate Fund. It is supported by an independent Secretariat, accountable to the Board, having management capabilities to execute day-to-day operations of the GCF, providing administrative, legal and financial expertise.
- 1.3 The GCF is committed to the highest ethical standards regarding Anti-Money Laundering (AML) and Countering the Financing of Terrorism (CFT) consistent with the Financial Action Task Force (FATF) recommendations in its "International Standards on Combating Money Laundering and the Financing of Terrorism & Proliferation." This AML/CFT Policy (the Policy) aims to safeguard the GCF against Money Laundering (ML) and the Financing of Terrorism (FT). The Policy outlines the principles and minimum standards of internal AML/CFT controls which should be adhered to by the GCF to mitigate reputational, regulatory, legal and financial loss risks. The GCF therefore requires a qualified and experience consultancy firm to provide services for which this RFP is issued.

2. Invitation

- 2.1 Through this request for proposals ("RFP"), the GCF is seeking to contract a qualified, reputable and experienced Firm to develop an Anti-Money Laundering/Countering the Financing of Terrorism Standard. The terms of reference included in Attachment 1 provides the details of the assignment and expected deliverables.
- 2.2 Sealed Proposals must be submitted to the Secretariat no later than **Friday, February 9, 2018 at 3.00 pm** Korean time.

The RFP includes the following attachments:

Attachment 1	Terms of Reference
Attachment 2	Requirement for Firm's Proposals
Attachment 3	Evaluation Criteria
Attachment 4	Company Profile Form



Attachment 5	Acknowledgement Letter
Attachment 6	Timeline
Attachment 7	Model Contract

- 2.3 The terms set forth in this RFP, including all the attachments listed above, will form part of any contract, should the Secretariat accept your proposal. Any such contract will require compliance with all factual statements and representations made in the proposal, subject to any modifications agreed to by the Secretariat in the context of any negotiations entered into it.
- 2.4 The GCF may, at its discretion, cancel the requirement in part or in whole. It also reserves the right to accept or reject any proposal and to annul the selection process and reject all proposals at any time prior to selection, without thereby incurring any liability to proposers/firms.
- 2.5 Proposers may withdraw the proposal after submission provided that written notice of withdrawal is received by the GCF prior to the deadline prescribed for submission of proposals. No proposal may be modified subsequent to the deadline for submission of proposals. No proposal may be withdrawn in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity.
- 2.6 All proposals shall remain valid and open for acceptance for a period of 90 calendar days after the date specified for receipt of proposals. A proposal valid for a shorter period may be rejected. In exceptional circumstances, the GCF may solicit the proposer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.
- 2.7 Effective with the release of this solicitation, all communications must be directed only to Procurement Specialist by email at procurement@gcfund.org. Proposers must not communicate with any other personnel of the GCF regarding this RFP.
- 2.8 This RFP is issued under the GCF Administrative Procurement Guidelines¹. Information regarding the guidelines can be found at http://www.greenclimate.fund/documents/20182/574763/GCF_policy_-_Administrative_Guidelines_on_Procurement.pdf/b767d68e-f8b7-46d1-a18c-b6541f3dc010

3. Request for Clarification of RFP Documents

- 3.1 A prospective proposer requiring any clarification of the solicitation documents may notify the GCF in writing at the GCF mailing or to the email address procurement@gcfund.org by the specified date and time mentioned in Attachment 6. The GCF will respond in writing to any request for clarification of the solicitation documents that it receives by the due date published on Attachment 6. Written copies of the GCF response (including an explanation of the query but without identifying the source of inquiry) will be posted on the GCF website. They will also be sent to all prospective proposers that have received the solicitation documents.

4. Amendments to RFP Documents

- 4.1 At any time prior to the deadline for submission of proposals, the GCF may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective proposer, modify the RFP documents by amendment. All prospective proposers that have received the RFP

¹ Annex II "Corporate Procurement Guidelines on the Use of Consultants"



documents will be notified in writing of all amendments to the RFP documents. The amendments will also be posted on the GCF website

- 4.2 In order to allow prospective proposers reasonable time in which to take the amendment into account in preparing their proposals, the GCF may, at its sole discretion, extend the deadline for the submission of proposal.

5. Language of Proposals

- 5.1 The proposals prepared by the proposer and all correspondence and documents relating to the proposal exchanged by the proposer and the GCF, shall be written in English. Supporting documents and printed literature furnished by the proposer may be in another language provided they are accompanied by an appropriate translation of all relevant passages in English. In any such case, for interpretation of the proposal, the translation shall prevail. The sole responsibility for translation and the accuracy thereof shall be the responsibility of the proposer.

6. Submission of Proposals

- 6.1 Proposers shall submit their proposal in hard and/or soft copy. Technical and financial proposals must be submitted simultaneously in separate sealed envelopes with the RFP reference and the clear description of the proposal (technical or financial) by the date and time stipulated in Attachment 6. The two envelopes must be sealed in an outer envelope with the RFP reference and title.
- 6.2 Proposals must be sent **ONLY** to the address detailed below. Proposals sent to other addresses or to individuals will put proposer's proposals at risk of being rejected. Proposals sent via fax **WILL NOT BE ACCEPTED.**
- 6.3 Submission in hard copy may be done by post, courier or hand delivered. Both inner envelopes should indicate the name and address of the proposer. The first inner envelope should contain the proposer's technical proposal with copies duly marked "original" and "copy". The second inner envelope should include the financial proposal duly identified as such. If the envelopes are not sealed and marked as instructed, the GCF assumes no responsibility for the misplacement or premature opening of the proposals submitted.
- 6.4 Technical proposals shall be submitted in one (1) original envelope, clearly marked as technical proposal with two (2) additional copies and one (1) soft copy in the form of a CD or USB flash drive. Technical proposals (original, copies and soft copy) must be sealed in a specially marked envelope/package labelled:

RFP/2018/C/003 – Development of AML/CFT Standard – TECHNICAL PROPOSAL- (name and address of proposer)

- 6.5 Financial proposals should be submitted in one (1) original envelope on the forms prescribed herein. Financial proposals should be sealed separately in a specially marked envelope labelled:

DO NOT OPEN– RFP No RFP/2018/C/003 – Development of AML/CFT Standard – FINANCIAL PROPOSAL (name and address of proposer).

- 6.6 Proposers are strongly recommended to use recycled paper for all printed and photocopied documents related to the submission of this proposal and fulfilment of this contract and shall, whenever practicable, use both sides of the paper.



6.7 Hard copies must be delivered to:

Green Climate Fund
11 Floor, G-Tower, 175, Art Center-daero
Yeonsu-gu, Incheon, 22004,
Republic of Korea

Attention: Procurement Specialist

Proposals can also be sent via email to the following email address:

procurement@gcfund.org

6.8 Where proposals are sent via email and in soft copy, two separate files (technical and financial proposals) should be sent.

The Technical files should be named as follows:

RFP 2018 C 003 – TECHNICAL PROPOSAL- (name of proposer)

The financial file should be named as follows:

RFP 2018 C 003 – FINANCIAL PROPOSAL-(name of proposer).

The subject line of the email should be as follows:-

RFP No RFP/2018/C/003 – Development of AML/CFT Standard (name of proposer).

The Financial Proposal **MUST** be password protected. The authorized procurement officer will contact the bidders that pass the qualifying technical score for the password to open the Financial proposal. Financial Proposals that are submitted without password protection shall be rejected for non-compliance.

6.9 All prospective proposers are kindly requested to return the completed Acknowledgement Letter of RFP receipt (Attachment 5) by the date indicated in Attachment 6, duly signed by an authorized representative, via email, advising whether it intends to submit a proposal by the designated closing date/time. Please also notify the Procurement Specialist immediately if any part of this RFP is missing and/or illegible.

7. Late proposals

7.1 Any proposals received by the GCF after the deadline for submission of proposals prescribed in Attachment 6 of this document may be rejected.

8. Opening of Technical Proposals

8.1 Technical Proposals will be opened on the date indicated in Attachment 6 in the room designated for this purpose at the premises of the Secretariat of the GCF. The purpose of this public opening is to record the names of proposers having submitted proposals by the due date and time. Only technical proposals will be opened at the public opening. The financial proposals will not be



opened. Proposers submitting proposals are welcome to send one (1) representative, with proper authorization from their company, to observe the opening and recording of proposals received.

9. Opening of Financial Proposals

- 9.1 After the technical evaluation is completed, the GCF shall notify those Proposers whose Proposals did not meet the minimum qualifying technical score that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. GCF shall simultaneously notify in writing those Proposers that have achieved the minimum qualifying technical score and inform them of the date, time and location for the opening of the Financial Proposals.
- 9.2 At the opening, the names of the Proposers, and their overall technical scores shall be read aloud. The Financial Proposals shall be then opened, and the total prices read aloud and recorded.

10. Corrupt, Fraudulent, Coercive, Collusive and other Prohibited Practices.

- 10.1 The GCF requires that all GCF staff, proposers/bidders, suppliers, service providers and any other person or entity involved in GCF-related activities observe the highest standard of ethics during the procurement and execution of all contracts. The GCF may reject any proposal put forward by proposers, or where applicable, terminate their contract, if it is determined that they have engaged in corrupt, fraudulent, coercive, collusive or other prohibited practices.

11. Conflict of Interest

- 11.1 In their proposal, proposers must (i) confirm that, based on their current best knowledge, there are no real or potential conflicts of interest involved in rendering Services for the GCF, and (ii) set out their policy on dealing with conflicts of interest should these arise.

12. Confidentiality

- 12.1 Information relating to the evaluation of proposals and recommendations concerning selection of Firms will not be disclosed to Firms that submitted proposals.



Attachment 1

TERMS OF REFERENCE

Development of an Anti-Money Laundering (AML) and Countering the Financing of Terrorism Standard

1. Background

The objective of the Green Climate Fund (GCF) is to contribute to the achievement of the ultimate goal of the United Nations Framework Convention on Climate Change (UNFCCC). In the context of sustainable development, the GCF will promote the paradigm shift towards low-emission and climate-resilient development pathways by providing support to developing countries to limit or reduce their greenhouse gas emissions and to adapt to the impacts of climate change, taking into account the needs of those developing countries particularly vulnerable to the adverse effects of climate change.

The GCF is committed to the highest ethical standards regarding Anti-Money Laundering (AML) and Countering the Financing of Terrorism (CFT) consistent with the Financial Action Task Force (FATF) recommendations in its “International Standards on Combating Money Laundering and the Financing of Terrorism & Proliferation.” This AML/CFT Policy (the Policy) aims to safeguard the GCF against Money Laundering (ML) and the Financing of Terrorism (FT). The Policy outlines the principles and minimum standards of internal AML/CFT controls which should be adhered to by the GCF to mitigate reputational, regulatory, legal and financial loss risks.

2. Scope and Applicability

The AML/CFT Policy is to safeguard against Money Laundering and the Financing of Terrorism (hereinafter referred to as the “AML/CFT Policy”). It outlines the minimum requirements of internal AML/CFT controls which should be adhered to by the Fund in order to mitigate the reputational, regulatory, legal and, as a consequence, financial risks, including loss. To operationalize this Policy, a detailed AML/CFT Standard (hereinafter referred to as the “Standard”) need to be developed which will define the implementation procedures.

This AML/CFT Standard needs to be designed to provide GCF staff members with the necessary tools for the prevention of money laundering and countering terrorism financing. The Fund’s staff, its governing bodies and every other person working for the Fund, including consultants, interns and, trainees, secondees (i.e. Covered Individuals) wherever located, will be required to adhere to this Standard to protect the Fund, and its reputation, from being misused for ML and/or TF. The Fund should use its best endeavours to ensure that staff is not involved in money laundering and terrorist financing.

Key provisions of the AML/CFT Policy which need further elaboration with focus on implementation requirements, in the AML/CFT Standard of the Fund are as follows:

- (a) **Due diligence**
- (b) **Counterparty/customer relationships**
- (c) **Monitoring**
- (d) **Reporting**
- (e) **Record keeping**
- (f) **Confidentiality**



(g) **Implementation**

(h) **Review**

The purpose and objectives of the Standard are as follows:

- (1) to implement GCF's AML/CFT Policy (Annex I); and
- (2) to establish guidelines and responsibilities to prevent GCF from being used as an instrument for money laundering and terrorism financing; and
- (3) to outline the "Know Your Counterparty/Customer" principle as a cornerstone for the Fund's practices and operations.

Furthermore, the AML/CFT Standard to be developed should in minimum consist of the sections mentioned in Annex II of this document and should be further developed as best practices and the Fund's specialties require. The overall document should follow a risk-based approach towards ML and FT.

The Standard should also clearly delineate the respective responsibilities of the Secretariat and the Independent Integrity Unit (IIU) in line with the provisions of the Policy².

a. Hierarchy of Documents

Considering the complex governance structure of GCF advise shall be given on the level of detail needed in the AML/CFT Standard and how far effective daily operations and continuous adjustments and revision required may request a separate document with the level detail of a Standard Operating Procedure that will not be Board approved. This is to ensure that GCF's operations of the AML/CFT framework as being part of the Compliance function will be structured in a way to properly fulfil its mandate and enabled to react in a timely manner to accommodate the improvements needed.

b. Evaluation of the Fiduciary Standard

Perform an evaluation of the AML/CFT requirements of the Fiduciary Standards and suggest any changes required in the light of the already approved AML/CFT policy and the development of the AML/CFT Standard.

3. Timeline

Until B.19 - 27 February to Thursday, 1 March 2018: Drafting of the AML/CFT Standard;

By B.20 – approx. June/July 2018: Socialization of the AML/CFT Standards with Ethics and Audit Committee of the Board as required for the implementation of the Anti-Money Laundering and Countering the Financing of Terrorism Policy for consideration by the Board by its twentieth meeting (*Decision B.18/10, para. (B)*).

4. Reporting Line

The consultant will work under the guidance of the Office of Risk Management and Compliance, in particular, of the Fiduciary Compliance Specialist, and the IIU will oversee and review the final deliverable.

² The GCF has a Compliance function² as part of the Secretariat within the Office of Risk Management and an (IIU) who investigates allegations of fraud and corruption in coordination with relevant counterpart authorities². The IIU works with the Secretariat and directly reports to the Board.



5. Deliverables

The deliverable of the project is a draft AML/CFT Standard in minimum consisting of the sections mentioned in Annex II to be presented to the Board at B.20 for approval, including the process of negotiation with the stakeholders such as SMT and Ethics and Audit Committee



Annex I (Meeting of the Board, GCF/B.18/17, 28 September 2017)

Anti-Money Laundering and Countering the Financing of Terrorism Policy

Introduction

1. In decision B.12/31, paragraph (i), the Board requested the Risk Management Committee, with the support of the Secretariat, to further develop the Fund's Policies on prohibited practices for consideration by the Board at its fourteenth meeting, and in decision B.12/31, paragraph (j), the Board requested the Risk Management Committee, with support of the Secretariat, to develop processes and tools to implement the Fund's interim policy on prohibited practices, taking into account staffing and resources.
2. The Board, at its fourteenth meeting in decision B.14/01, paragraph (e), noted that the Head of the Integrity Unit is to develop the full set of policies relating to prohibited practices, anti-money laundering and countering the financing of terrorism and present these to the Board for its consideration as early as feasible in 2017 as a matter of urgency.
3. This document presents the proposal by the Head of the Independent Integrity Unit for the "Anti-Money Laundering and Countering the Financing of Terrorism Policy" which was developed with the support of the Secretariat and in consultation with the Ethics and Audit Committee as a standalone policy for consideration and approval by the Board.

Anti-Money Laundering and Countering the Financing of Terrorism Policy

4. The proposed policy, as contained in Annex II, aims to formally establish and strengthen a due diligence process to prevent and combat money laundering and financing of terrorism.
5. Article 2 of the International Convention for the Suppression of the Financing of Terrorism is attached herewith as Annex III to this document, for the purpose of the definition of "Financing of Terrorism or Terrorist Financing".

Recommended Action by the Board

6. It is recommended that the Board:
 - (a) Takes note of the information presented in document GCF/B.18/17 titled "Anti-Money Laundering and Countering the Financing of Terrorism Policy"; and
 - (b) Approves the draft decision presented in Annex I to this document.



Appendix I: Draft decision of the Board

The Board, having considered document GCF/B.18/17 titled “Anti-Money Laundering and Countering the Financing of Terrorism Policy”:

- (a) Adopts the “Anti-Money Laundering and Countering the Financing of Terrorism Policy” contained in annex II to this document;
- (b) Requests the Head of the Independent Integrity Unit, under the supervision of the EAC, to develop the standards for the implementation of the policy on Anti-Money Laundering and Countering the Financing of Terrorism for the consideration by the Board by its twentieth meeting; and
- (c) Authorizes the Ethics and Audit Committee to address issues that may arise in the implementation of this policy.



Appendix II: Anti-Money Laundering and Countering the Financing of Terrorism Policy

I. Introduction

2. The objective of the Green Climate Fund (GCF) is to contribute to the achievement of the ultimate objective of the United Nations Framework Convention on Climate Change (UNFCCC). In the context of sustainable development, the GCF will promote the paradigm shift towards low-emission and climate-resilient development pathways by providing support to developing countries to limit or reduce their greenhouse gas emissions and to adapt to the impacts of climate change, taking into account the needs of those developing countries particularly vulnerable to the adverse effects of climate change.

3. The GCF is committed to the highest ethical standards regarding Anti-Money Laundering (AML) and Countering the Financing of Terrorism (CFT) consistent with the Financial Action Task Force (FATF) recommendations in its “International Standards on Combating Money Laundering and the Financing of Terrorism & Proliferation”. This AML/CFT Policy (the Policy) aims to safeguard the GCF against Money Laundering (ML) and the Financing of Terrorism (FT or TF). The Policy outlines the principles and minimum standards of internal AML/CFT controls which should be adhered to by the GCF to mitigate reputational, regulatory, legal and financial loss risks.

4. This Policy is further to the Board Decisions in GCF/B.12/31, paragraph (i) and GCF/B.14/01, paragraph (e). It is part of a broader set of policies aimed at ensuring that GCF funds are used in line with its objective, and it lays out a set of basic principles for guidance. To operationalize this Policy, a detailed ‘AML/CFT Standard’ will be developed which will define the implementation procedures.

II. Scope and applicability

5. The staff of the GCF, its governing bodies and every other person working for the GCF (i.e. Covered Individuals) are required to adhere to this Policy to protect the GCF, and its reputation, from being misused for ML and/or TF by ensuring that they discharge their responsibilities in a manner that enables the full implementation of this Policy.

6. The GCF shall apply this Policy to its relationship with its Counterparties. Accredited entities shall, taking into account the nature and type of the entity, apply their own “Know-Your-Customer” and AML/CFT standards over their Counterparties, e.g., executing entities, implementing entities, or any other entity or person involved in the project implementation in accordance with their own policies and procedures.

7. The GCF shall take steps to ensure that Accredited Entities, and all other entities that participate in the implementation of GCF activities, have policies that are consistent with the GCF’s AML/CFT Policy.

III. Principles

8. In the context of its overriding objective to provide support to developing countries for the achievement of the goals of the UNFCCC, and with due regard to its fiduciary responsibilities, GCF shall ensure that its funds are not used to finance any illegal acts related to Money Laundering or Terrorist Financing.



9. The Policy shall be consistent with the relevant United Nations (UN) Conventions and Recommendations of the FATF.
10. GCF shall take steps to encourage its counterparties to adopt policies and procedures that are consistent with the principles set out in this Policy, with the purpose of safeguarding GCF resources from being used for Money Laundering or the Financing of Terrorism.
11. GCF Counterparties shall be responsible for identifying and mitigating the risks of Money Laundering and Terrorist Financing in deploying and managing GCF resources.

IV. Purpose and objectives

12. The purpose of the Policy is to provide principles and guidance regarding AML/CFT requirements and risks and to meet the following objectives:
 - (a) Prevent the abuse of the GCF's resources for ML and/or FT;
 - (b) Meet applicable legal requirements and international standards in jurisdictions where the GCF and its Counterparties operate;
 - (c) Mitigate any reputational risk;
 - (d) Support the establishing and/or strengthening of capacities in countries to meet the GCF's fiduciary standards regarding AML/CFT
 - (e) Guard against establishing any relations or undertaking any transaction that may relate to or may facilitate ML and/or FT or any other illicit activity;
 - (f) Exercise due diligence when dealing with Counterparties, persons appointed to act on behalf of Counterparties and connected parties of the Counterparties; and
 - (g) Continuously review and update its AML/CFT Policy and its corresponding AML/CFT Standard as threats and international standards evolve to prevent and detect ML and/or FT.

V. Definitions

13. For the purposes of this Policy the following terms shall have the meaning set out below:
 - (a) **Beneficial Owner** means the natural person(s) who ultimately owns or controls a customer and/or the natural person on whose behalf transaction is being conducted. It also includes those persons who exercise ultimate effective control over a legal person or arrangement.
 - (b) **Board** means the Board of the GCF.
 - (c) **Counterparty** is any party that contributes to, executes, implements, bids for, or in any way participates in, GCF-related Activities, including receiving a grant, loan or other form of financing or support from the Fund. Counterparties include a contributor, accredited entity, direct access entity, executing entity, delivery partner, fiscal agent, financial intermediary, vendor and (for the purpose of this policy) any entity within the Secretariat that directly disburses GCF resources including for the Readiness and Preparatory Support Programme.
 - (d) **Counterparty Due Diligence (CDD)** is a process to identify and verify the true identity of the Counterparty. This would enable the Fund to assess and evaluate the extent of ML/TF risk associated with the proposed Counterparty.



- (e) **Covered Individuals** means individuals working at any level or grade within the GCF, including (but not limited to) the Executive Director, management and staff of the GCF, and other individuals contracted by the GCF.
- (f) **Financing of Terrorism or Terrorist Financing (TF)** is defined as the commission of any offence as set out in Article 2 of the International Convention for the Suppression of the Financing of Terrorism.
- (g) **Money Laundering (ML)** refers to:
 - (i) The conversion or transfer of property, knowing that such property is derived from crime, for the purpose of concealing or disguising the illicit origin of the property or of assisting any person who is involved in the commission of the crime to evade the legal consequences of his or her actions;
 - (ii) The concealment or disguise of the true nature, source, location, disposition, movement, rights with respect to, or ownership of property, knowing such property is derived from crime, or;
 - (iii) The acquisition, possession or use of property, knowing at the time of receipt that such property was derived from a criminal offence.
- (h) **Policy on Prohibited Practices** refers to the GCF's Interim Policy on Prohibited Practices as adopted in B.12/32.
- (i) **Risk Based Approach (RBA)** to AML/CFT is the process of identifying, assessing and understanding ML/TF risks to which the GCF is exposed and to take measures commensurate to those risks to mitigate them effectively.
- (j) **Tipping-off** means disclosing the fact to the Counterparty that a suspicious transaction or related information is filed with management or the authorities.

VI. Key provisions

- 14. The GCF shall adopt and implement a continuous risk-based approach (RBA) to identify, assess and understand its ML and TF risks. It shall also ensure measures to mitigate ML and/or TF are commensurate with the risks identified, enabling decisions on how to allocate its resources in the most effective way.
- 15. Under this approach, it will adhere to the following to manage AML/CFT risk:
 - (a) **Due diligence**
 - (i) The GCF shall apply the Counterparty Due Diligence (CDD) measures, as determined on a risk-based basis, considering the type of counterparty, counterparty relationship, financial instrument and country of operation.
 - (ii) The GCF shall identify and verify the identity of its Counterparties (including their beneficial owners) with which the GCF enters a counterparty relationship.
 - (b) **Counterparty/customer relationships**
 - (i) The GCF shall take reasonable measures to duly assess the purpose, economic rationale and overall AML/CFT and related integrity aspects of the Counterparty and its



- Beneficial Owners to avoid being involved in relationships structured for the purposes of ML and TF.
- (ii) The GCF will not engage with, and will terminate the existing Counterparty relationship if any, with:
 - 1. Counterparties who do not cooperate with its CDD efforts;
 - 2. Counterparties engaged in activities prohibited under the GCF's Policy on Prohibited Practices³; or
 - 3. Counterparties who are currently under any financial sanctions imposed by United Nations.
 - (c) **Monitoring:** It shall be the responsibility of the Independent Integrity Unit to monitor the implementation of the policy.
 - (d) **Reporting:** Any suspicious information or red flag that comes to the knowledge of a Covered Individual indicating ML/TF must be immediately reported by such Covered Individual to the Independent Integrity Unit without informing the Counterparty or other third parties ("Tipping Off") that a suspicious activity is being reported or investigated.
 - (e) **Record keeping:** The GCF shall keep for at least 5 (five) years all records obtained through CDD measures and documentation regarding counterparty relations and executed transactions, and correspondence with the Counterparty.
 - (f) **Confidentiality:** The GCF will ensure the information on Counterparties and transactions obtained while fulfilling AML/CFT requirements is kept confidential.
 - (g) **Implementation:** The GCF will develop further documentation and guidance (AML/CFT Standard or Procedures) to implement and better enable Covered Individuals to follow this Policy.
 - (h) **Review:** The GCF will review and examine its AML/CFT Policy and maintain an effective implementation of the AML/CFT Policy for the GCF's activities reflecting international best practices, consistent with evolving FATF Recommendations and changing requirements.

VII. Key responsibilities

- 16. **Board:** The Board is responsible for ensuring governance and oversight of the GCF's risk management framework and controls regarding ML and FT.
- 17. **Internal Audit:** The Internal Audit unit shall, in accordance with its own mandate, provide such support as may be required by the Independent Integrity Unit to monitor adherence to the AML/CFT Policy.
- 18. **Secretariat of the GCF:** The IIU and the Secretariat will cooperate to ensure effective implementation of this policy, with responsibilities allocated in accordance with their respective mandates.
- 19. **Staff of the GCF and associated persons:** Staff members, consultants and other associated persons shall be responsible for:

³ Sections 4 and 5 of the GCF Interim Policy on Prohibited Practices, GCF/B.12/32



- (a) Complying with the GCF's AML/CFT Policy, standard and controls;
- (b) Familiarizing themselves with and acting in accordance with relevant GCF processes and procedures to manage AML/CFT compliance; and
- (c) Reporting to the Independent Integrity Unit without undue delay any suspicions (or actual occurrences) or red flags of ML/TF activities.

VIII. Amendment to the Policy

- 20. The Board shall approve the implementation of the AML/CFT Policy and any amendments thereto.

IX. Review

- 21. This Policy shall be reviewed at such intervals as required, to reflect international best practices, consistent with evolving FATF recommendations or as otherwise required by the Board.



Appendix III: International Convention for the Suppression of the Financing of Terrorism

Article 2

1. Any person commits an offence within the meaning of this Convention if that person by any means, directly or indirectly, unlawfully and wilfully, provides or collects funds with the intention that they should be used or in the knowledge that they are to be used, in full or in part, in order to carry out:

(a) An act which constitutes an offence within the scope of and as defined in one of the treaties listed in the annex; or

(b) Any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in the hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

2. (a) On depositing its instrument of ratification, acceptance, approval or accession, a State Party which is not a party to a treaty listed in the annex may declare that, in the application of this Convention to the State Party, the treaty shall be deemed not to be included in the annex referred to in paragraph 1, subparagraph (a). The declaration shall cease to have effect as soon as the treaty enters into force for the State Party, which shall notify the depositary of this fact;

(b) When a State Party ceases to be a party to a treaty listed in the annex, it may make a declaration as provided for in this article, with respect to that treaty.

3. For an act to constitute an offence set forth in paragraph 1, it shall not be necessary that the funds were actually used to carry out an offence referred to in paragraph 1, subparagraphs (a) or (b).

4. Any person also commits an offence if that person attempts to commit an offence as set forth in paragraph 1 of this article.

5. Any person also commits an offence if that person:

(a) Participates as an accomplice in an offence as set forth in paragraph 1 or 4 of this article;

(b) Organizes or directs others to commit an offence as set forth in paragraph 1 or 4 of this article;

(c) Contributes to the commission of one or more offences as set forth in paragraphs 1 or 4 of this article by a group of persons acting with a common purpose. Such contribution shall be intentional and shall either:

(i) Be made with the aim of furthering the criminal activity or criminal purpose of the group, where such activity or purpose involves the commission of an offence as set forth in paragraph 1 of this article; or

(ii) Be made in the knowledge of the intention of the group to commit an offence as set forth in paragraph 1 of this article.



Annex II

Terms of Reference of the Independent Integrity Unit

I. General principles

1. Pursuant to paragraph 68 of the Governing Instrument, the Board will establish an Independent Integrity Unit (IIU), to work with the Secretariat and report to Ethics and Audit Committee and to the Board, to investigate allegations of fraud and corruption and other prohibited practices (coercive and collusive practices, abuse, conflict of interest and retaliation against whistle-blowers) in line with best international practices and in close coordination or cooperation with relevant counterpart authorities.
2. The Independent Integrity Unit will enjoy complete independence in the exercise of its responsibilities; and in order to conduct an investigation, it will have full access to all relevant Fund's documents and data, including electronic data. During the course of its work, the IIU will need to work closely with the Secretariat. The IIU will report to the Board directly or through the Ethics and Audit Committee.
3. The IIU will actively participate in relevant networks of integrity department/units to ensure that it is at the frontier of relevant practice and that it benefits from initiatives undertaken by integrity units of other international organizations.
4. The IIU will establish close relationships with the integrity units of the intermediaries and implementing entities. However, the IIU will not be precluded from conducting its own investigations.
5. All complaints and allegations against the Fund or persons associated with it that fall within the competence of the IIU, as defined in these terms of reference, will be addressed by the IIU. The IIU will maintain objectivity, impartiality and fairness throughout the investigative process and conduct its activities with the highest levels of integrity.
6. The IIU will be free from improper influence or fear of retaliation.
7. The staff of the IIU will be managed by the Head of the IIU. The staff of the IIU will be subject to the Code of Conduct of the Staff. In this regard, the staff of the IIU will disclose to the Head of the IIU, in a timely manner, any actual or potential conflict of interest they may have in an investigation in which they are participating, and the Head of the IIU will take appropriate steps to remedy the conflict. The Head of the IIU will disclose to the Executive Director and the Ethics and Audit Committee any actual or potential conflict of interest he/she may have in an investigation, and the Executive Director will take appropriate steps to remedy the conflict. Appropriate procedures will be prepared by the Secretariat, for review by the Ethics and Audit Committee and Board approval, to investigate allegations of misconduct on the part of any staff member of the IIU, and mitigate any conflict of interest.
8. Investigations conducted by the IIU will not be a judicial or quasi-judicial process, and the standard of proof that will be used by the IIU to determine whether a suspicion or allegation is substantiated, will be whether the information as a whole shows that an investigative finding is more probable than not.



9. Investigative findings will be based on facts and related analysis. The subject of an investigation will be given the opportunity to explain the reasons for the conduct and provide information supporting such explanation.

10. If the IIU does not find sufficient information during the investigation to substantiate a suspicion or allegation, it will document its findings, close the investigation, and notify the Secretariat and other parties, as appropriate.

11. Where the IIU's investigative findings indicate that a complaint was knowingly false, it will refer the matter to the Secretariat for any further action.

12. The IIU will, during an investigation, take appropriate measures to protect as confidential any non-public information associated with an investigation, and will take appropriate measures to prevent the unauthorized disclosure of investigative findings.

13. To the extent possible, interviews conducted by the IIU during an investigation will be conducted by two persons. Interviews may be conducted in the language of the person being interviewed, where appropriate, using interpreters. The Fund will not pay a witness or an informant; however, the IIU may assume the responsibility for reasonable expenses incurred by witnesses or informants to meet with the IIU.

14. The IIU may engage external parties (e.g. individuals or companies experienced in forensic investigations) to assist it in its investigations.

II. Principal responsibilities

15. The IIU will:

(a) Serve as the initial point of contact for all alleged and suspected incidents of an integrity violation, as defined in these terms of reference, including fraud and corruption, involving any Fund activity, including by its staff members, corporate procurement by the Fund, and activities (including projects and programmes) using Fund resources directly or indirectly;

(b) Register all complaints and review them to determine whether they fall within the authority of the IIU (or require referral to another body), and determine the priority of a case with respect to other cases, taking into account the monetary value of the integrity violation, media and other sensitivity and relevance to a possible financial risk and reputational risk. Where practical, the IIU will acknowledge receipt of all complaints;

(c) Adopt appropriate procedures to determine whether an integrity violation has occurred; gathering sufficient related evidence, attempt to identify the integrity violators and establish the extent of the integrity violation as well as the techniques used;

(d) Examine and determine the veracity of alleged or suspected integrity violations against implementing entities or intermediaries, project executing entities, contractors, consultants, service providers, or other external stakeholders, or against the Fund's staff members, report its investigative findings to the Secretariat and/or an oversight body, and make recommendations, as appropriate, that are derived from its findings;



- (e) With reference to complaints regarding any activities using Fund resources directly or indirectly or in connection with corporate procurement, provide the Secretariat or any potential Fund body established to consider remedial actions with investigative findings to decide on remedial actions, including possible sanctions;
- (f) With reference to staff of the Fund, investigate allegations of staff misconduct, involving violations of the Code of Conduct of the Fund's Staff and other integrity violations as defined in these terms of reference, including allegations referred to the IIU by the Secretariat; cooperate and coordinate with the Executive Director and the Secretariat in the conduct of investigation; report to the Secretariat its findings for the Executive Director to decide on disciplinary actions;
- (g) With reference to the Executive Director, bring to the attention of the Co-Chairs and the Ethics and Audit Committee the findings on any investigation involving misconduct or integrity violations;
- (h) In consultation with the Executive Director and other designated officials of the Fund, recommend improvements to policies, procedures and controls to mitigate the opportunities for integrity violations in the Fund's activities, including activities implemented through implementing agencies and intermediaries, to ensure that all staff, external stakeholders and implementing entities and intermediaries adhere to the highest integrity standards; and document all investigative findings and conclusions;
- (i) Provide the Ethics and Audit Committee with the information that the Committee may reasonably request for it to fulfil its role pursuant to its terms of reference, in particular concerning the issues of Board conflict of interest, confidentiality and ethics;
- (j) Report to the Board on its activities, including summary investigative findings and any remedial action decided upon by an oversight body in the case of external stakeholders, or by an implementing entity or intermediary;
- (k) In collaboration with the Secretariat and the Executive Director, promote awareness of the Fund's integrity standards, including to all implementing entities and intermediaries, and executing entities;
- (l) Consult and collaborate with multilateral funds, international finance institutions and other relevant parties to share experience and insight on how best to address integrity violations;
- (m) Coordinate with relevant national and international counterpart authorities during investigations of alleged or suspected integrity violations, when considered appropriate and authorized by the Secretariat;
- (n) Consider and recommend for Board approval the participation in arrangements between multilateral funds and international financial institutions on integrity matters; and
- (o) Prepare and submit an annual report to the Board, summarizing its activities.

III. Delineation of roles and responsibilities of the Fund's Independent Integrity Unit and those of the integrity mechanisms of implementing entities and intermediaries

16. The IIU should closely cooperate with the relevant departments or units of implementing entities and intermediaries.



17. The relationship between the IIU and the corresponding body of implementing entities or intermediaries will be covered in agreements that will be entered into by the Fund with these implementing entities or intermediaries that will require these to cooperate with the Fund's IIU, where required.

18. The IIU will share best practices and give guidance that can be helpful for the Fund's readiness activities.

IV. Governance and management structure

19. The IIU will be headed by an expert with experience and proven track record in conducting integrity investigations and leading an integrity unit. The Head of the IIU should enjoy impeccable reputation of honesty and integrity and be widely respected and regarded for his/her competence and expertise.

20. The Board, on the recommendation of the Ethics and Audit Committee, will be responsible for:

- (a) Appointing the Head of the IIU, in an open and transparent manner to be decided by the Board;
- (b) Establishing processes or mechanisms for taking actions based on the investigative findings and conclusions of the IIU, as appropriate;
- (c) Receiving reports on the activities of the IIU;
- (d) Considering and approving the annual budget of the IIU.

21. The tenure of the office of the Head of the IIU will be for three years; renewable once. In order to ensure independence of the office, the incumbent may not be removed from office during his/her term, except for malfeasance or mental incapacitation. His/her terms and conditions of appointment will be decided by the Board. The Head of the IIU shall not be eligible for any type of employment by the Fund within one year after the date of the end of his/her appointment.



Annex III

Terms of Reference of the Compliance Function (in draft mode and will be shared once the project is started)

Annex IV

Anti-Money Laundering and Countering the Financing of Terrorism Standard

Draft table of contents

1	Introduction
2	Scope and Applicability
3	Purpose and Objectives
4	Definitions
5	Risk Based Approach
5.1	AML/CFT Risk Management
5.2	Counterparty Due Diligence Risk Assessment
5.2.1	Risk Factors Related to Counterparty Types
5.2.1.1	Higher Risks Indicators (Counterparty)
5.2.1.2	Lower Risks Indicators (Counterparty)
5.2.2	Risk Factors Related to Country of Geographic Area
5.2.2.1	Higher Risks Indicators (Country or Geographic Area)
5.2.2.2	Lower Risks Indicators (Country or Geographic Area)
5.2.3	Risk Factors Related to Product, Service, Transition or Delivery Channel
5.2.3.1	Higher Risks Indicators (Product, Service, Transition or Delivery Channel)
5.2.3.2	Lower Risks Indicators (Product, Service, Transition or Delivery Channel)
6	Counterparty Due Diligence (CDD)
6.1	Counterparty Identification
6.2	CDD for Natural Persons
6.3	CDD for Legal Persons or Arrangements
6.4	CDD – Persons Acting on Behalf of a Counterparty
6.5	Enhanced Counterparty Due Diligence (EDD)
6.6	Simplified Counterparty Due Diligence (SCDD)
6.7	Non-Profit Organization (NPO)
6.8	Rolling Review Process
6.9	Counterparty Risk Matrix
6.10	Maintenance of Beneficial Ownership Information
6.11	Political Exposed Persons
6.12	Reliance on the Third Parties
6.13	Counterparty Acceptance
7.	Sanction Screening and Standards
8.	Continuous Monitoring
8.1	General Provisions



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- 8.2 Activity Monitoring
- 8.3 Reporting
- 8.4 Influence and Interaction on Accreditation
- 8.5. Termination of Counterparty Relationships
- 9. Red Flag and/or Suspicious Activity Reporting Process
- 10. Prohibition Against Tipping Off
- 11. Record Keeping
- 12. Confidentiality and Personal Data Protection
- 13. Training
- 14. Internal Control and Audit
- 15. Documentation on Further Guidance
- Appendix 1 Counterparty Due Diligence Questionnaire
- Appendix 2 Activity Reporting Form
- Appendix 3 Counterparty Risk Matrix



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Attachment 2

Requirements for Firms' Proposals Technical Proposal

The technical proposal will be submitted in a separately sealed envelope and will address all aspects of the Terms of Reference. The Technical Proposal shall have all the necessary details in response to the TOR and the proposer shall fill in the technical Forms (TECH Forms) which follow in this attachment and which must be filled in accordingly.



TECH Forms

Form TECH-1: Technical Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial.

We are submitting our Proposal in association with: [Insert a list with full name and address of each associated Consultant if submitting as an association]

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 2.6 of the RFP, we undertake to negotiate on the basis of the proposed staff, methodology and approach. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment .

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: __

Name of Firm: .

Address: _____



Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]



B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use not more than 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N° of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N° of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____



Form TECH-3: Comments and Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be Provided by the Client

On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]



Form TECH-4: Description of Approach, Methodology and Work Plan for Performing the Assignment

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (Not more than 40 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,
- b) Work Plan, and
- c) Organization and Staffing,

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form TECH-8.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]



Form TECH-5: Team Composition and Task Assignments

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned



Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [only one candidate shall be nominated for each position]: _____

2. **Name of Firm** [Insert name of firm proposing the staff]: _____

3. **Name of Staff** [Insert full name]: _____

4. **Date of Birth:** _____ **Nationality:** _____

5. **Education** [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: _____

6. **Membership of Professional Associations:** _____

7. **Other Training** [Indicate significant training since degrees under 5 - Education were obtained]: _____

8. **Countries of Work Experience:** [List countries where staff has worked in the last ten years]: _____

9. **Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

10. **Employment Record** [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____



	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input				
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total		
Foreign																			
1		[Home]																	
		[Field]																	
2		[Home]																	
		[Field]																	
3		[Home]																	
		[Field]																	
n		[Home]																	
		[Field]																	
													Subtotal						
Local																			
1		[Home]																	
		[Field]																	
2		[Home]																	
		[Field]																	
n		[Home]																	
		[Field]																	
													Subtotal						
													Total						

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.

 Full time input
 Part time input



N°	Activity ¹	Weeks ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.



Financial Proposal

The Proposer is required to prepare and submit the Financial Proposal in an envelope separately sealed from the Technical Proposal and included inside the outer envelope to contain both separately sealed proposals.

The Financial Proposal must provide a detailed cost breakdown and a payment schedule preferably linked to the schedule of deliverables presented in Attachment 1. Provide separate figures for each functional grouping or category including fees and cost-reimbursable expenses. The Financial Section shall provide details of unit /daily fee rate per proposed team member and total consultancy fees based on the time proposed for performance of the services. Any estimates for cost-reimbursable expenses, should be listed separately and capped.

The Financial Proposal must also have the total consultancy fee summarized in addition to the break down covering the lump sum amount for purposes of determining the financial score and contract price. Financial Proposal Standard Forms (FIN Forms) shall be used for the presentation of the Financial Proposal.



FIN Forms
Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph 2.6 of this RFP.

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____
_____	_____	_____

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”

Form FIN-2: Summary of Costs

Item	Costs
	Indicate Currency with
Total Costs of Financial Proposal ¹	

Break down of Fees and expenses

Description	Unit of measure (e.g. days, month, etc)	Total Period of Engagement	Unit cost / rate	Total Cost for the Period
I. Remuneration Costs				
Staff 1				
Staff 2				
.....				
II. Travel Costs				
III. Other Related Costs (Please specify)				

1 Indicate the total costs, net of local taxes, to be paid by the Client in each currency.

Form FIN-3: Breakdown of Remuneration¹ (Lump-Sum)

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name	Position ³	Staff-daily Rate
Foreign Staff		
		[Home]
		[Field]
Local Staff		

- 1 Form FIN-3 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.
- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

Attachment 3

Evaluation Criteria

A. Evaluation and Comparison of Proposals

1. The proposals will be evaluated in a three stage procedure, with evaluation of the technical proposal being completed prior to any financial proposal being opened and evaluated. The financial proposal will be considered only if the submissions fulfil the minimum technical requirements.

B. Acceptance of Submissions

2. All proposers are expected to adhere to the requirements for submitting a proposal. Any proposals that fail to comply will be disqualified from further consideration as part of this evaluation. In particular:

- Full compliance with the formal requirements for submitting a proposal;
- Submission of all requested documentation
- Acceptance of the GCF Model contract – Where the proposer notes issues, these must be raised as part of the technical proposal for consideration during evaluation

3. The Technical Proposal shall include:

- A brief description, including ownership details, date and place of incorporation of the firm, objectives of the firm, partnerships, qualifications, certificates, etc.;
- Details to demonstrate vast experience in working with relevant multilateral development funds and familiarity with their operations;
- Demonstration of the firm's deep understanding of the GCF, mandate and business model;
- Track record on institutional audits, designing functional systems and organizational structure of international entities.

C. Evaluation of Technical Proposal

4. A reviewing committee shall be established to evaluate each technical proposal. The technical proposal is evaluated individually on the basis of its responsiveness to the technical requirements and will be assessed and scored according to the evaluation criteria below and as per scores in the table.

Qualifications of the Consulting Firm / Consultant

- Proven track record of successfully performing similar assignments on designing, setting up and implementing compliance and anti-money laundering policies and programmes;
- Proven experience in working with international public, private and multilateral organizations.
- Demonstrated track record of successful work on compliance and risk advisory services, as well as forensic and dispute investigations.
- Demonstrated availability of key individuals with applicable skills to provide the requested services (Please provide CVs of key staff that will be involved in the assignment).

Qualifications of the team:

5. The team that would be assigned to undertake the tasks should have the following minimum qualifications:
 - i. Advanced degree in Law, Business Administration Finance, Accounting, Public Policy;
 - ii. At least 12 to 15 years of work experience in anti-money laundering and AML/CFT policy development within financial institutions or international organizations for the person drafting the AML/CFT Standard and at least 3-5 years of work experience in

- compliance and anti-money laundering for supporting team members to be engaged in research and understanding of the business model of the Fund;
- iii. Proven work experience with international organizations or public-sector organizations;
- iv. Familiarity with the nature of work and mandate of financial institutions
- v. And strong diplomatic and negotiating skills;

The responsible Partner / Director should have proven leadership qualities, negotiating power, as well as solid knowledge of the subject matter.

	The firm's expertise	Sub-score	Score
1	Expertise of Firm / Organization submitting Proposal		30
1.1	Proven track record of building organizational capacity and developing AML/CFT policies and programmes	20	
1.2	Proven experience in working with financial institutions and international organizations	5	
1.3	Demonstrated knowledge about the skill-set required to manage an institution involved in climate change and international development assistance	5	
2	Technical approach and methodology		30
2.1	Have the important aspects of the task been addressed in sufficient detail?	15	
2.2	Is the scope of task well defined and does it correspond to the TOR?	10	
2.3	Is the presentation clear and is the sequence of activities and the planning logical, realistic and promise efficient implementation of the project?	5	
3	Personnel		40
3.1	Lead Expert/ Team Leader		
3.1.1	Strategic level experience	10	
3.1.2	Educational background and professional experience	10	
3.2	Project team		
3.2.1	Professional expertise in area of specialization	15	
3.2.2	Familiarity with similar organizations	5	
	Total		100

Technical proposals that score at least 75 points out of 100 will be considered as qualified for the review of financial proposal. Any proposal less than that will be disqualified from proceeding to the next step and its financial proposal shall be returned unopened following the award of the contract.

D. Evaluation of Financial Proposal

The financial proposal of all proposers which have attained the minimum score in the technical evaluation will be evaluated subsequently.

Based on Least Cost Selection Method (LCS) the firm with the lowest evaluated total price among the firms that achieved the minimum technical score will be invited for contract negotiations.

E. Award

The Award will be made to the responsive proposer with the lowest evaluated total price among the firms that achieved the minimum technical score, following negotiation of an acceptable contract. GCF reserves the right to conduct negotiations with the Proposer regarding the contents of their offer. The award will be in effect only after acceptance by the selected proposer of the terms and conditions and the technical requirements.

Attachment 4

Company Profile Form

Please respond to all questions.

Company details - vendor's name

Name:

General Information

Primary contact for sales/client services	
Address	
	Postal Code: Country:
Telephone:	Fax:
E-mail:	Web site:
Parent company, if any	
Subsidiaries, Associates, and/or Overseas Rep(s), if any	
Year established	
Registration Number	
Type of organization	Public enterprise () Private company () Organization sponsored (assisted by Government) () Other (please specify): ()
Type of Business	Manufacturer () Retailer () Authorized Agent () Consulting Company () Other (please specify): ()
Summary of main business activities	
No. of employees (by location)	
Staff turnover rate	
In-house working language (s)	
Bank Name: Bank Address: Account Holder: Account Number: IBAN: SWIFT:	

Prior experience with international organizations

List contracts with international organizations in the last three years BRIEFLY list recent contracts that used relevant tools, technologies, and techniques: Attach additional sheets if necessary.
1
2
3



Environmental Policy

Does your company have a written statement of its environmental policy?	
YES () Please attach copy	NO ()

Contract disputes

List any disputes your company has been involved in over the last three years

References

List suitable reference projects and contacts. What options would there be for a site visit to a reference project and/or the vendor’s site?
1
2
3

Partners

If this is a part bid, list relevant recent experience of working with partners. Are there already formal or informal preferred partnership agreements in place?
1
2
3

Conflict of interest

Are there any likely circumstances or contracts in place that may introduce a conflict of interest with the parties to this contract? If so, explain how this will be mitigated
1
2

Certification

I, the undersigned, confirm that the information provided in this attachment is correct. In the event of changes, details will be provided.

Name: _____ Title: _____

Signature: _____ Date: _____



**Attachment 5
Acknowledgment Letter**

Dear Sir/Madam,

We, the undersigned, acknowledge receipt of your Request for Proposal (RFP) No. 2018/C/003 dated 18 January, 2018, and hereby confirm that we:

INTEND DO NOT INTEND

to submit a proposal to the secretariat of the Green Climate Fund (GCF) by the deadline date of 9 February, 2018, and that we:

INTEND DO NOT INTEND

to send one (1) authorized representative to observe the public opening procedure on 9 February, 2018, 16.00 Hrs Korean Time.

We acknowledge that this RFP is confidential and proprietary to the secretariat, and contains privileged information. Upon request, we will return this RFP or any part thereof, and all copies thereof, to the secretariat.

Name of Authorized Representative: _____

Signature: _____

Title: _____

Name and Address of Vendor: _____

Telephone: _____

Facsimile: _____

If you do not intend to submit a proposal to the secretariat, please indicate the reason:

We do not have the capacity to submit a proposal at this time.

We cannot meet the requirements for this RFP.

We do not think we can make a competitive offer at this time.

Other (please specify): _____

Kindly return this acknowledgement letter immediately via e-mail to procurement@gcfund.org

NOTE: Due to current security arrangements, your authorized representative must present a completed copy of this letter in order to observe the public opening procedure.

Attachment 6

Timeline

The Green Climate Fund will follow the timeline below for this RFP. Any changes to this timeline will be posted on the GCF website. Please note that the target dates and may be adjusted.

	Event	Responsible Party	Date (and time, KST*)
1	Issuance of RFP	GCF	17 January, 2018
2	Last day to send completed Acknowledgement Letter of RFP receipt	Tenderer	29 January, 2018
3	Last date for requests for clarification of the RFP	Tenderer	29 January 2018
4	Last date to reply to questions received/ Last date for amendment	GCF	1 February, 2018
5	Date by which proposal must be received in Korea by GCF	Tenderer	9 February, 2018; 15:00 Hrs Korean Time
6	Date of opening of Technical Proposals	GCF	9 February, 2018
7	Notice of successful provider	GCF	15 February, 2018
8	Contract signing	GCF/Tenderer	20 February, 2018
9	Work start	Tenderer	As specified in the contract.

* KST: Korean Standard Time (Seoul Time)



Attachment 7

GCF Model Contract

Bidders must provide in the technical proposal a statement that the Bidder has carefully reviewed the Model Contract and its Appendices and is in agreement with all its terms and conditions. The bidder should also provide missing details in the contract, such as the name and the contact details of a person to whom the notices should be sent and the name and position of a person who would sign a contract with the Commission on behalf of the bidder. Where the bidder has specific issues of concern, those must be raised and indicated in the Technical proposal clearly for consideration during evaluation.

Template – September 2016/V.01

Contract No. _____

**Consulting Service Contract
for**

[nature of services]

by and between

Green Climate Fund, 12th floor, G-Tower, 175 Art Center-daero, Yeonsu-gu, Incheon,
22004 Republic of Korea

and

[CONTRACTOR, address]

referred to hereafter individually as a Party and collectively as the Parties

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