

## Call for Expression of Interest for the IFC Catalytic First Loss to support microenterprises, women owned businesses and climate finance for MSMEs in Uzbekistan

### DISCLAIMER

© International Finance Corporation 2024. All rights reserved.

2121 Pennsylvania Avenue, N.W.

Washington, D.C. 20433 U.S.A

Internet: [www.ifc.org](http://www.ifc.org)

This document (“Document”) reflects IFC’s approach to pioneering a private capital mobilization mechanism to incentivize financial service providers (FSPs) to expand lending to MSMEs. This Document remains subject to change at the discretion of IFC. By using or accessing this Document or any part thereof, you accept and agree to be bound by the terms set out below (“Terms”).

**Permitted use.** Copyright in this Document belongs to IFC. You may view, use, and print this Document, in whole or in part, in the ordinary course of your business and for your business purposes only. You may modify and distribute extracts or copies of the Document, as is or as modified, in any medium or format, without a fee, to any third party, provided that you obtain from such third party to whom you provide this Document or any part thereof (each such recipient a “Transferee”) an acknowledgement of and an explicit agreement to be bound by these Terms.

**No further rights.** IFC does not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights, except as expressly provided herein.

**No reliance and no liability.** You may not rely on this Document or any part thereof for any purpose, and you expressly disclaim any reliance on this Document or any part thereof. IFC is not responsible and expressly disclaims all liability for damages, losses, expenses, costs, or other liabilities of any kind (collectively “Losses”) arising directly or indirectly from your use, reference to, or reliance on this Document or any part thereof. Your use of this Document or any part thereof is at your own risk; you assume complete responsibility for your Losses related to your use of this Document or any part thereof; and your sole remedy against IFC for such Losses or your dissatisfaction with this Document or any part thereof is to stop using this Document.

**No warranty and no representations.** IFC does not guarantee and makes no representations about the accuracy, reliability, quality, or completeness of the content included in this Document, or the conclusions, judgments, and views expressed herein, nor the compliance of this Document with applicable law, and IFC accepts no responsibility or liability for any inaccuracies, omissions, or errors (including, without limitation, typographical errors, and technical errors) in the content whatsoever or for reliance thereon.

**No legal/investment advice.** This Document is provided for your possible reference in connection with the Catalytic First Loss Program. Any use or distribution of this Document should be considered with your own qualified counsel and is at your sole risk. This Document does not constitute legal, securities law, or investment advice, an opinion regarding the appropriateness of any investment, or a solicitation of any type, and may not be used or relied upon as any such advice or opinion.

**No endorsement.** You acknowledge that IFC does not endorse any use of this Document by you or third parties, or any product or service that is or will be provided, whether directly or indirectly related to this Document. You may not suggest that your use of this Document constitutes such endorsement without IFC's prior written consent.

**Indemnification.** You agree to indemnify, defend, and hold IFC and its officers, directors, employees, affiliates, agents, and licensors harmless from any and against all claims, losses, liabilities, expenses, damages, costs and related expenses including, without limitation, reasonable and documented fees, charges and disbursements of legal counsel plus, to the extent reasonably necessary, local counsel in each applicable material jurisdiction and any specialty counsel, resulting from any reliance upon the content of this Document, any violations of these Terms by you or by any Transferee, or any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not IFC or its officers, directors, employees, affiliates, agents, or any licensors are a party thereto. For the avoidance of doubt, by agreeing to these Terms, you expressly agree to obtain an indemnity to IFC, on the same terms set forth above, from each Transferee. The provisions of this section shall survive, remain operative and in full force and effect regardless of the expiration of the term of this Document, the consummation of the transactions contemplated hereby and the invalidity or unenforceability of any provision of this Document or the Terms. All amounts due under this section shall be payable on written demand therefor and in any event not later than five (5) Business Days after such written demand therefor.

**Severability.** If any one or more provision of these Terms or this Document is held to be unenforceable, illegal or invalid, the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**Non-Waiver.** The failure or delay by IFC to exercise a right, remedy or enforcement of performance of an obligation under these Terms shall not affect IFC's right to exercise its rights or require performance of an obligation under these Terms, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power, at any time thereafter and shall not be a waiver of a breach by you or any Transferee of these Terms.

**Injunctive Relief.** You acknowledge that IFC would suffer irreparable harm upon any breach of the Terms, for which money damages would not be an adequate remedy at law. You accordingly agree that IFC shall be entitled to temporary and permanent injunctions, stays and other forms of equitable relief to prevent any such breach.

**Trademarks.** All names, logos, and trademarks are the property of IFC, and you may not use any of such names, logos, or trademarks (including "IFC" and "International Finance Corporation" names and marks) for any purpose without the express prior written consent of IFC. Additionally, "International Finance Corporation" and "IFC" are registered trademarks of IFC and are protected under international law.

**Further Queries.** All other queries on rights and licenses, including subsidiary rights, should be addressed to IFC Communications, 2121 Pennsylvania Avenue, N.W., Washington, D.C. 20433. International Finance Corporation is an international organization established by Articles of Agreement among its member countries, and a member of the World Bank Group.

**Governing Law and Dispute Resolution.** THESE TERMS AND ANY DISPUTE ARISING OUT OF OR RELATING TO THESE TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE STATE OF NEW YORK'S CHOICE-OF-LAW PRINCIPLES. YOU AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OVER ALL DISPUTES UNDER THESE TERMS IN THE FEDERAL AND STATE COURTS IN THE STATE OF NEW YORK LOCATED IN NEW YORK COUNTY, AND THAT YOU SHALL NOT CONTEST SUCH JURISDICTION ON ANY GROUNDS, INCLUDING WITHOUT LIMITATION ON THE GROUND THAT THE FORUM IS INCONVENIENT.

**Confidentiality Statement.** All data and information received from the Bank or IFC and its officers, directors, employees, affiliates, agents, and licensors for the purpose of this assignment are to be treated confidentially and are only to be used in connection with the execution of this RFP. The contents of written materials obtained and used in this assignment may not be disclosed to any third parties without the expressed advance written authorization of the IFC.

**Selection.** IFC reserves the right to select, for all or a portion of the Catalytic First Loss Guarantee Program, more than one FSP or to not make any selection at all.

## Instructions

- 1) Please read the following pages for details on the Catalytic First Loss Guarantee Facility.
- 2) Please fill out the bid submission document, [available here](#), with information from your institution.
- 3) Please refer to the IFC definitions provided in the “Instructions and Definitions” tab. In the event that the FSP’s definitions for these segments do not align with those of IFC, we kindly request that you submit the definitions as used within your institution and provide the data in line with the FSP’s definitions.
- 4) Please provide data in Local Currency.
- 5) For any questions or clarifications and to submit the form, please contact:  
[ifcfigcatalyticfirstloss@ifc.org](mailto:ifcfigcatalyticfirstloss@ifc.org)

**Submission Document:** <https://www.ifc.org/content/dam/ifc/doc/2025/catalytic-first-loss-bid-submission-spreadsheet-uzbekistan.xlsx>

## Objective

The objective of this Call for Expression of Interest (the “Call”), launched by the International Finance Corporation (“IFC”), is to select eligible financial services providers to become financial intermediaries under Catalytic First Loss Guarantee Facility (the “Facility”), as further described below. All applications for guarantees under the First Loss Guarantee (FLG) to be submitted to the IFC should conform to the Call.

In addition to this explanatory document, the Call contains the: Annex I: Bid Document to be completed by applicants.

### 1. Catalytic First Loss Guarantee Facility

- 1.1 IFC has established the Catalytic First Loss Guarantee (FLG) to provide first loss for the benefit of third-party eligible Financial Service Providers (FSPs) to scale up lending to underserved segments: women, agriculture finance, and sustainable lending for MSMEs.
- 1.2 Under the program, IFC and FSPs aim to achieve the following: (1) increase access to financing for underserved MSMEs; (2) demonstrate the commercial viability of MSMEs as a credible financing segment; and (3) test new products, services, and risk criteria to serve new MSME market segments.
- 1.3 IFC will provide up to **USD5 million, equivalent** in first loss to support the growth of the MSME portfolio, targeting the **microenterprises, women owned businesses and climate finance** in Uzbekistan. The indicative loss allocation may be changed as necessary, at IFC’s sole discretion.

### 2. Eligible Financial Services Providers

- 2.1 In respect to FLG provided under the Facility; FSPs are defined as regulated banks, non-bank financial institutions, digital lenders, leasing companies and microfinance institutions, in each case, duly authorized to carry out lending or leasing activities according to the applicable legislation and operating in Uzbekistan.
- 2.2 The FSP shall represent that they do not perform activities which are considered illegal according to the applicable legislation in Uzbekistan.
- 2.3 The FSP shall represent that they comply with IFC’s qualification criteria, including (i) satisfactory Environmental & Social Risk Rating (ESRR) and Integrity Due Diligence (IDD); (ii) financial capability; (iii) developmental impact; and (iv) operational capability.<sup>1</sup>

### 3. The application procedure

- 3.1 An FSP interested in applying to this Call for Expression of Interest shall submit an application to IFC to be considered as a possible Financial Intermediary under the Facility.
- 3.2 FSPs should complete the submission template (Appendix A: Bid Document). Where necessary, the submission will be accompanied by required documents (including audited financial statements and such FSP’s MSME strategy).
- 3.3 Each proposal shall comprise the following information:
  - Target leverage of the first loss guarantee, including projections and the underlying assumptions for the

---

<sup>1</sup> Refer to <https://www.ifc.org/en/about/accountability#esaccountability> for IFC ESG and Due Diligence Process

commitment to finance priority segments.

- Historical performance data.
- Financial Capacity based on 5-year historical financial indicators to assess the financial strength of the FSP. Key indicators: [Capital Adequacy Ratio (CAR), Non-Performing Loan (NPL), Profitability, Liquidity].
- Operational Capacity to expand the Microenterprises, women owned businesses and climate finance including underwriting & origination capacity, sales and staffing resources, size of MSME department and branch network.

3.4 Applicants may send questions regarding the Call for Expression of Interest or the nature and features of the Guarantees Agreements to the email: [ifcfigcatalyticfirstloss@ifc.org](mailto:ifcfigcatalyticfirstloss@ifc.org).

#### **4. Language and governing laws**

4.1 The Expression of Interest shall be prepared in English.

4.2 The terms of the Guarantee Agreement shall be in English.

#### **5. Submission of Expression of Interest**

5.1 The Deadline for submission of the Expression of Interest is **June 20, 2025** provided that IFC may, at its sole discretion, determine that the Deadline will end on an earlier date or will be extended.

5.2 Any change in the Deadline will be announced officially in the Facility's dedicated web page on IFC's website.

5.3 The Expression of Interest shall be submitted before the Deadline by e-mail to: [ifcfigcatalyticfirstloss@ifc.org](mailto:ifcfigcatalyticfirstloss@ifc.org), stating in the subject, as appropriate, "Catalytic First Loss Guarantee Facility – Expression of Interest: [name of the Applicant & Uzbekistan]", and should contain the complete set of relevant documentation, including the Expression of Interest duly signed and any attachment to it (in PDF, excel or other applicable electronic format).

The Deadline applies to the receipt of the e-mail by IFC.

5.4 The Applicants may withdraw, in the same manner as specified above, their Expression of Interest at any stage of the selection process.

#### **6. Selection process**

6.1 Selection process will be in due consideration of the general principles of transparency, equal treatment and non-discrimination, in compliance with IFC's policies, rules, procedures and statutes and in conformity with best business and market practices.

6.2 The Expressions of Interest for the Guarantee under the Facility shall be subject to the uniform selection process.

6.3 Following the receipt of the Expression of Interest, IFC shall assess the applications pursuant to the

selection process outlined in the Section 6 of this Call for Expression of Interest.

- 6.4 This process comprises: review of submissions, due diligence and selection

### **REVIEW OF SUBMISSIONS**

- 6.5 IFC will evaluate proposals based on the criteria outlined below.
- Alignment to the agriculture, rural and climate strategy of the Uzbekistan
  - Leverage/reach to be achieved given IFC's first loss guarantee
  - Baseline data about the existing agriculture and climate portfolio – which may include historical losses, types of facilities, etc.
  - Credible strategy and information, showing a clear strategy to move to financing Climate and Smart Agriculture.
  - Financial Strength/stability (CAR, NPL, Profitability, and Liquidity)
  - Operational Capacity for the agriculture and climate business segment (strategy, size of dept, branch network)
  - Projections for the agriculture and climate portfolio for the next 5 years, including volume and number of firms/farmers reached.
  - Transaction origination and historic performance data.

### **DUE DILIGENCE**

- 6.6 Following the selection based on the evaluation of submissions, IFC shall perform a due diligence of the selected FSP, as a result of which it will decide whether or not to propose to its investment committees for approval to enter into a Guarantee Agreement under the Facility.
- 6.7 The due diligence process are carried out in accordance with the IFC's internal rules and procedures, where financial and operational matters relating to the Facility's implementation shall be analyzed in more detail.
- 6.8 The aim of the due diligence is to assess the content of the application based on, inter alia, the ability to build up the envisaged Portfolio, the proposed transfer of benefit, the risk nature of the envisaged Portfolio, the quality of origination, risk management, collection recovery/workout processes, systems and ability to comply with the reporting requirements.
- 6.9 The decision to perform a due diligence visit shall be at the discretion of the IFC. In any phase of the selection process until and prior to entering into a legally binding agreement with an FSP, IFC reserves for itself full discretion to consider or not FSP, and no FSP has any claim or other right or may expect to be ultimately selected as Financial Intermediary.
- 6.10 Any negotiation of terms and conditions of Guarantee Agreements by no means entails any obligation for IFC to enter into such Guarantee Agreement with the relevant FSP.

### **SELECTION**

- 6.11 Subject to the satisfactory outcome of a due diligence and its internal approval process, IFC will enter into Guarantee Agreement with a (pre-) selected Applicant.

6.12 IFC shall also have sole discretion to decide on the allocation of available amounts to FSP, including proposing a variation of the volumes requested by the Financial Intermediary.