

Society for Climate Resilient for Agriculture in Nagaland (SoCRAN)

Request for Proposal

Name of the Assignment

**Hiring of a consultancy agency for Sub-sector outcome survey
(Thematic Studies) under FOCUS/Nagaland.**

**Selection Method
Fixed Budget Selection (FBS)**

**Loan No: 2000002173
Ref No. APC/FOCUS/SOS/123/2023-2024,**

Issue date: 12-05-2023

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Part 1 Proposal and Selection Procedures

Section I. Letter of Invitation Requesting Proposals

[Kohima India]

12th May 2023

Re: Hiring of a consultancy agency for Sub-sector outcome survey (Thematic Studies) under FOCUS/Nagaland. No. APC/FOCUS/SOS/123/2023-2024

Dear Madam/Sir,

1. The Government of India has received financing from the International Fund for Agricultural Development (IFAD) towards the cost of Fostering Climate Resilient Upland Farming System in the Northeast (FOCUS), Nagaland and intends to apply part of the financing for the engagement of consulting services. The use of any IFAD financing shall be subject to IFAD's approval, pursuant to the terms and conditions of the financing agreement, as well as IFAD's rules, policies and procedures. IFAD and its officials, agents and employees shall be held harmless from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any party in connection with Fostering Climate Resilient Upland Farming System in the Northeast (FOCUS), Nagaland.
2. The overall objective of the project is, "To increase agricultural income of 118,000 households and to enhance their resilience to climate change". This would be achieved through the development objective of increasing the environmental sustainability and profitability of farming systems practiced by highland farmers. FOCUS-Nagaland covers 645 villages in 53 blocks of 8 districts in the state. The districts covered under the project are Kohima + Tseminyu, Phek, Zunheboto, Wokha, Mokokchung, Kiphire, Longleng and Mon. The project is expected to be completed by 2024.
The client now invites a combined technical and financial proposal ("proposal") in separate sealed envelopes with in the stated budget. More details on these services are provided in the terms of reference – Section VI.
3. Unless specifically permitted in the RFP, consultants **may not associate** with other consultants.
4. A consultant will be selected using **Fixed Budget Selection (FBS)** evaluation procedure in accordance with the IFAD Procurement Handbook dated December 2020, which is available at www.ifad.org/project-procurement. The selection process, as described, may include a reference check, prior to contract award.
5. The RFP includes the following sections:
 - i. Part 1 – Proposal and Selection Procedures
 - ii. Section I Letter of Invitation Requesting Proposals (LOI)
 - iii. Section II Instructions to Consultants (ITC)

- iv. Section III Proposal Data Sheet (PDS)
- v. Section IV Qualification and Evaluation Criteria
- vi. Section V A Technical Proposal Forms
- vii. Section V B Financial Proposal Forms
- viii. Section VI Terms of Reference
- ix. Part 2 – Conditions of Contract and Contract Forms
- x. Section VII Contract Agreement and General Conditions of Contract (GCC)
- xi. Section VIII Special Conditions of Contract (SCC), Annexes to Contract and Contract Forms
- xii. Section IX Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

6. A pre-proposal conference *will not* be held as described in the proposal data sheet (“PDS”), Section III of this RFP.
7. Consultants should be aware that distance may require longer than expected delivery time. Late proposals will not be accepted under any circumstances and will be returned unopened to the consultant(s).
8. Proposals must be delivered to the address and in the manner specified in the PDS ITC 20.3, 20.5 and 20.7 no later than **29th May 2023 2:00 PM IST**].

State Project Director/PC
Fostering Climate Resilient Upland Farming System
in the Northeast (FOCUS), Nagaland
APC Office, Ground Floor
Nagaland Civil Secretariat
City: Kohima-797 001. India
spdfocus@gmail.com

9. The proposal must remain valid for 90 (ninety) days after the above submission date. During this period, the consultant shall maintain the availability of professional staff nominated in the proposal.
10. The fee for the assignment is fixed as Rs. 10,00,000/- (Ten Lakh) only, included the reimbursable costs for travel, daily sustenance allowance and other costs. The firms are requested to indicate

these costs along with the professional fee proposed. The client has the right to reject any financial proposal which does not meet the minimum benchmark professional fee indicated.

11. Unless specifically permitted in the RFP, consultants shall **not associate** with other firms.
12. A pre-proposal conference **will not** be held.
13. Electronic proposals **shall not be** accepted.

Yours Sincerely,

*Dy.State Project Director
FOCUS-Nagaland*

Section II. Instructions to Consultants

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1. PDS

A. General

In part 1 (proposal and selection procedures) of this request for proposals (RFP), the following words and expressions shall have the meanings stated. These definitions shall not apply to any words or expressions in the sections that make up part 2 (conditions of contract and contract forms) of this RFP, in which such words and expressions shall have the meanings stated in GCC sub-clauses 1.1 and 2.1 unless otherwise specified.

1. Definitions

- a) “Addendum” or “Addenda” means a modification to this RFP issued by the client.
- b) “Associate” or “Member” means any entity that is a member of the association that forms the consultant. A sub-consultant is not an associate.
- c) “Joint Venture”, “JV”, or “Consortium” means an association of entities that forms the consultant.
- d) “Borrower/Recipient” means the government, government agency or other entity that signs the financing agreement with the Fund.
- e) “Client” means the procuring entity identified in the Proposal Data Sheet (**PDS**).
- f) “Confirmation” means confirmation in writing.
- g) “Consultant” means any legal entity that may provide or provides the services to the client under the contract.
- h) “Contract” means the contract entered into between the client and the consultant, including all attachments, annexes, and all documents incorporated by reference therein, a form of which is included in part 2 of this RFP.
- i) “Days” refers to calendar days.
- j) “FBS” means fixed budget selection method as defined in the IFAD Procurement Handbook.
- k) "Financial Proposal" has the meaning given to the term in ITC sub-clause 15.5.
- l) “The Fund” or “IFAD” means the International Fund for Agricultural Development.
- m) “GCC” means the General Conditions of Contract.
- n) “Government” means the government identified in the Proposal Data Sheet (**PDS**).
- o) “Handbook” means the latest IFAD Procurement Handbook as may be revised from time to time posted on the IFAD website at www.ifad.org/project-procurement.
- p) “IFAD funding” means the funding that IFAD has made available to the government and/or the funding being administered by IFAD pursuant to the terms of the financing agreement.

- q) “Instructions to Consultants” or “ITC” means Section II of this RFP, including any amendments, which provides consultants with all information needed to prepare their proposals.
- r) "Key Professional Personnel" means the key professional personnel identified pursuant to ITC sub-clause 15.3(d).
- s) “LCS” means least cost selection method as defined in the IFAD Procurement Handbook.
- t) “PDS” means the Proposal Data Sheet, in Section III of this RFP, used to reflect specific requirements and/or assignment conditions.
- u) “Personnel” means key professional personnel and additional staff provided by the consultant, or by any sub-consultants, or associates that are assigned to perform the services or any part thereof.
- v) "Pre-proposal Conference" means the pre-proposal conference specified in **PDS** ITC 2.4, if any.
- w) “Project” means the project named in the **PDS** that is being funded and/or administered by the Fund, and being implemented by the client identified in the **PDS**.
- x) “Proposal” means the technical proposal and the financial proposal for the provision of the services submitted by a consultant in response to this RFP.
- y) “QBS” means quality-based selection method as defined in the IFAD Procurement Handbook.
- z) “QCBS” means quality and cost-based selection method as defined in the IFAD Procurement Handbook.
- aa) “RFP” means this request for proposals, including any amendments that may be made, prepared by the client for the selection of the consultant.
- bb) “SCC” means the special conditions of contract.
- cc) “SEA” means sexual exploitation and abuse and refers to the IFAD Policy on Sexual Exploitation and Abuse that can be found on the IFAD website.
- dd) “SECAP” means IFAD’s Social Environmental and Climate Assessment Procedures (SECAP).
- ee) “Services” means the tasks to be performed by the consultant pursuant to the contract.
- ff) “SH” means sexual harassment.
- gg) “Sub-consultant” means any person or legal entity with whom the consultant subcontracts any part of the services.
- hh) “TEC” means the technical evaluation committee, selected for the purpose of evaluating the proposals received, that submits a report with recommendation for award of the contract for which this RFP is being issued.
- ii) "Technical Proposal" has the meaning given the term in ITC sub-clause 15.3.

- jj) “Terms of Reference” or “TOR” means the document included in this RFP as Section VI, which explains the objectives; scope of work; activities; tasks to be performed, respective responsibilities of the client and the consultant; and expected results and deliverables of the assignment.

2. Scope of RFP

2.1 The client will select a consultant in accordance with the selection method specified in the **PDS**.

2.2 Throughout this RFP, except where the context requires otherwise, words indicating the singular also include the plural, words indicating the plural also include the singular, and the feminine means the masculine and vice versa.

2.3 Consultants are invited to submit a technical proposal and a financial proposal for services required for this assignment as named in the **PDS**. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected consultant.

2.4 Consultants should familiarize themselves with local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and local conditions, consultants are encouraged to attend a pre-proposal conference if one is specified in the **PDS**.

2.5 The client will timely provide, at no cost to the consultant, the inputs and facilities specified in the **PDS**, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports. No other inputs will be provided. Therefore, a consultant shall plan to cover all incurred expenses that may be foreseen to initiate and sustain the services in a timely manner, including but not limited to office space, communication, insurance, office equipment, travel, etc. not otherwise specified in the **PDS**.

2.6 The client is not bound to accept any proposal, and reserves the right to cancel the procurement at any time prior to contract award, without thereby incurring any liability to any consultant.

3. Source of funds

3.1 The borrower or recipient and the sources of funds are specified in the PDS.

4. Prohibited practices

4.1 The Fund requires that all beneficiaries of IFAD funding, including the client and any consultants, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel observe the highest standards of ethics during the procurement and execution of such contracts, and comply with IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations, revised on 12 December 2018 and attached as Section IX of this document (EB 2018/125/R.6, hereinafter "IFAD's Anticorruption Policy").

4.2 For the purposes of these provisions, and consistent with IFAD's Anticorruption Policy, the terms set forth below are defined as follows, and referred to collectively as "Prohibited Practices":

- a) "**corrupt practice**" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
- b) "**fraudulent practice**" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
- c) "**collusive practice**" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- d) "**coercive practice**" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;
- e) "**obstructive practice**" is (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund's contractual rights of audit, inspection and access to information.

4.3 The Fund will deny financing of a proposed contract award if it determines that the firm or individual recommended for award, or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices in connection with an IFAD-financed and/or IFAD-managed activity or operation, including in competing for the contract.

4.4 In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. This may include ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund.¹ The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.

4.5 In addition, the Fund has the right to, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that prohibited practices occurred in connection with this procurement process or contract and that the borrower/recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

4.6 Bidders, consultants, contractors, and their sub-contractors, sub-consultants, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises,

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

records and documents audited and/or inspected² by auditors and/or investigators appointed by the Fund.

4.7 The consultant is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.

4.8 The consultant shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after notification of completion of the competition process or, in case the consultant who is awarded the contract, execution of the contract.

**5. SECAP
Performance
Standards**

5.1 The resulting contract will be implemented in a manner consistent with SECAP, available on <https://www.ifad.org/secap>.

**6. Sexual
Harassment,
Sexual
Exploitation
and Abuse**

6.1 The Fund requires that all beneficiaries of IFAD Funding, including the client and any consultants, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, sub-consultants, and any of their agents (whether declared or not) and personnel comply with IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. For the purpose of this provision, and consistent with IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse as it may be amended from time to time, the terms set forth below are defined as follows:

- a) Sexual harassment means “any unwelcome sexual advance, request for sexual favor or other verbal, non-verbal or physical conduct of a sexual nature that unreasonably interferes with work, alters or is made a condition of employment, or creates an intimidating, hostile or offensive work environment.
- b) Sexual exploitation and abuse means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of others (sexual exploitation); the actual or threatened physical intrusion of a sexual

² Inspections include all fact-finding activities deemed relevant by the Fund to address allegations or other indications of possible Prohibited Practices. Such fact-finding activities may include, but are not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data or information (whether in hard copy or electronic format) deemed relevant for the investigation or audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verifications of information. It is the responsibility of the firm or individual under inspection to ensure effective compliance with their duty to cooperate vis-à-vis any potential local laws or regulations or other potentially conflicting obligations.

nature, whether by force or under unequal or coercive conditions (sexual abuse).

6.2 Clients and consultants shall take all appropriate measures to prevent and prohibit SH and SEA on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract. Clients and consultants shall immediately report to the client or IFAD any incidents of SH and SEA arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The client may take appropriate measures, including the termination of the contract, on the basis of proven acts of SH, SEA arising out of or in connection with the performance of the contract.

6.3 The consultant is required to disclose any relevant prior sanctions, convictions, disciplinary measures or criminal records.

7. Money laundering and Terrorist Financing

7.1 The Fund requires that all beneficiaries of IFAD funding or funds administered by IFAD, including the client, any consultants, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing consistent with IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.

8. Qualification and Eligibility of Consultants, Joint Venture and Conflict of Interest

8.1 The qualification and eligibility criteria set out in Section IV will apply to the consultant, including all parties constituting the consultant, for any part of the contract.

8.2 Consultants must satisfy the legal, financial and litigation criteria requirements stated in paragraphs 1.1 to 1.3 of Section IV of this RFP. The proposals of consultants who do not satisfy these requirements will not be evaluated any further.

8.3 In the case where a consultant is, or proposes to be, a joint venture or other association

- a) all members of the joint venture or association must satisfy the legal, financial, litigation, eligibility and other requirements set out in this Section IV;

- b) all members of the joint venture or association will be jointly and severally liable for the execution of the contract; and
- c) the joint venture or association will nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the joint venture or the association if awarded the contract, during contract performance.

8.4 A consultant shall not have any actual, potential or reasonably perceived conflict of interest. A consultant shall declare in the proposal submission form any actual, potential or reasonably perceived interest, regardless of its nature, that affects, may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the selection process and the execution of the contract. A consultant with an actual, potential or reasonably perceived conflict of interest shall be disqualified, unless otherwise explicitly approved by the Fund. The client requires that the consultant holds the project's interests as paramount at all times, strictly avoiding any actual, potential or reasonably perceived conflicts of interest, including actual, potential or reasonably perceived conflicts with other assignments or their own personal and/or corporate interests, and act without any consideration for any other ongoing or future work. Without limitation on the generality of the foregoing, a consultant, including all parties constituting the consultant and their respective personnel and affiliates, as well as any subcontractors for any part of the contract, and their respective personnel and affiliates may be considered to have an actual, potential or reasonably perceived conflict of interest and disqualified or terminated if they:

- a) have, may have or might reasonably appear to have at least one controlling partner in common with one or more other competing consultants in the process contemplated by this RFP or the execution of the contract; or
- b) have, may have or might reasonably appear to have the same legal representative as another consultant for purposes of this proposal or execution of the contract; or
- c) have, may have or might reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the selection process and the execution of the contract, or influence the decisions of the client regarding the selection process for this procurement or during the execution of the contract; or

- d) participate, may participate or might reasonably appear to participate in more than one proposal in this process; participation by a consultant in more than one proposal shall result in the disqualification of all proposals in which the party is involved; however, this provision does not limit the inclusion of the same sub-consultant, including individual experts, in more than one proposal; or
- e) are themselves, may be or might reasonably appear to be, or have, may have or might reasonably appear to have a business or family relationship with, a member of the client's board of directors or its personnel, the Fund or its personnel, or any other individual was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of this RFP document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably-perceived conflict stemming from this relationship has been explicitly authorized by the Fund.

8.6 The following conflict of interest rules shall apply with respect to recruitment of government/client staff within the consultant's proposed team:

- (a) No member of the client's board of directors or current employees of the client (whether part time, or full time, paid or unpaid, in leave status, etc.) shall be proposed or work as, or on behalf of, any consultant.
- (b) Except as provided in sub-clause 8.6(d), no current employees of the government shall work as consultants or as personnel under their own ministries, departments or agencies.
- (c) Recruiting former client or government employees to perform services for their former ministries, departments or agencies is acceptable provided no conflict of interest exists.
- (d) If a consultant proposes any government employee as personnel in their technical proposal, such personnel must have written certification from the government confirming that: (i) they will be on leave without pay from the time of their official proposal submission and will remain on leave without pay until the end of their assignment with the consultant and they are allowed to work full-time outside of their previous official position; or (ii) they will resign or retire from government employment on or prior to the contract award date. Under no circumstances shall any individuals described in (i) and (ii) be responsible for approving the implementation of this contract. Such certification shall be provided to the client by the consultant as part of its technical proposal.

- (e) In the case where a consultant seeks to engage the services of any person falling under ITC sub-clauses 8.6(a) – 8.6(d), who may have left the client within a period of less than twelve (12) months of the date of this RFP, it must obtain a written “no-objection” from the client for the inclusion of such a person, prior to the consultant’s submission of its proposal.

8.5 A consultant that has been engaged by the client to provide goods, works or services for a project, its personnel and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a consultant hired to provide consulting services for the preparation or implementation of a project, its personnel and any of its affiliates, shall be disqualified from subsequently providing goods, works or non-consulting services resulting from or directly related to such consulting services for such preparation or implementation.

8.6 A consultant is under an obligation to disclose any situation of actual, potential or perceived conflict of interest that impacts, may impact, or might reasonably appear to be perceived by others to impact, their capacity to serve the best interest of the client. Failure to properly disclose any of said situations may lead to appropriate actions, including the disqualification of the consultant, the termination of the contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations.

8.7 A consultant, all parties constituting the consultants, and any subcontractors for any part of the contract, and their respective personnel and affiliates, will not be any person or entity under a declaration of ineligibility by the Fund for having engaged in prohibited practices as contemplated by ITB clause 4 above. The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.

8.8 A consultant, all parties constituting consultant, and any subcontractors for any part of the contract and their respective personnel and affiliates not otherwise made ineligible for a reason described in this ITB Clause 8 will nonetheless be excluded if:

- a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of the consultant (including any associates, subcontractors and any respective affiliates) provided that the Fund is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or

- b) by an act of compliance with a decision of the United Nations Security Council taken under chapter VII of the Charter of the United Nations, the Government prohibits the issuance of a payment.

8.9 Consultants shall provide evidence of their continued eligibility in a manner satisfactory to the client, as the client shall reasonably request.

8.10 If a consultant could derive an unfair competitive advantage from having provided services related to the assignment in question, the client shall make available to all consultants, together with this RFP, all information that would in that respect give such consultant any unfair competitive advantage over competing consultants.

9. Origin of Goods and Services

9.1 Goods supplied and services provided under the contract may originate from any country, subject to the same restrictions specified for consultants (including their associates, if any), their personnel and sub-consultants set forth in ITC sub-clause 8.8.

B. Contents of RFP

10. Sections of RFP

10.1 This RFP consists of parts 1 and 2, which include all the sections indicated below and should be read in conjunction with any addenda issued in accordance with ITC clause 12.

Part 1 - Proposal and Selection Procedures

- Section I. Letter of Invitation (LOI)
- Section II. Instructions to Consultants (ITC)
- Section III. Proposal Data Sheet (PDS)
- Section IV. Qualification and Evaluation Criteria
- Section V. A. Technical Proposal Forms
- Section V. B. Financial Proposal Forms
- Section VI. Terms of Reference

Part 2 -Conditions of Contract and Contract Forms

- Section VII. Contract Agreement and General Conditions of Contract (GCC)

- Section VIII. Special Conditions of Contract (SCC), Annexes to Contract and Contract Forms

- Section IX. Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

10.2 The client is not responsible for the completeness of this RFP and its addenda if they were not obtained directly from the source stated by the client in this RFP.

10.3 The consultant is expected to examine all instructions, forms, terms, and terms of reference in this RFP. Failure to furnish all information or documentation required by this RFP may result in the rejection of the proposal.

11. Clarification of RFP

11.1 A prospective consultant requiring any clarification of this RFP shall contact the client in writing, or by email or fax at the client's address indicated in the **PDS**. The client will respond to any request for clarification, provided that such a request is received no later than the date indicated in the **PDS** which is prior to the deadline for submission of proposals. The client shall send written copies of the responses, including a description of the inquiry but without identifying its source, to all shortlisted consultants or consultants who have obtained the RFP directly from the client, as the case may be, by the date specified **in the PDS**. Should the clarification result in changes to the essential elements of this RFP, the client shall amend this RFP following the procedure under ITC clause 12.

11.2 The consultant's designated representative is invited to attend a pre-proposal conference, if provided for in ITC 1.4. The purpose of the conference will be to clarify issues and to answer questions on any matter that may be raised at that stage.

11.3 Minutes of the pre-proposal conference, including the text of the questions and answers pertaining to the conference, without identifying the source, shall be transmitted in writing to all shortlisted consultants or consultants who have obtained the RFP directly from the client, as the case may be. Any modification to this RFP that may become necessary as a result of the pre-proposal conference shall be made by the client exclusively through the issue of an addendum following the procedure under ITC clause 12, and not through the minutes of the pre-proposal conference.

- 12. Amendment of the RFP**
- 12.1 At any time prior to the deadline for submission of proposals, the client may amend this RFP by issuing addenda.
- 12.2 All addenda issued shall be part of this RFP, posted on the client’s website, and shall be communicated in writing to all shortlisted consultants or consultants who have obtained the RFP directly from the client, as the case may be.
- 12.3 To give prospective consultants reasonable time in which to take an addendum into account in preparing their proposals, the client may extend the deadline for the submission of proposals at its sole discretion.

C. Preparation of Proposals

- 13. Cost of Proposal**
- 13.1 The consultant shall bear all costs associated with the preparation and submission of its proposal, and the client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.
- 14. Language of Proposal**
- 14.1 If proposals are to be submitted in both English and/or any other language, it shall be so stated **in the PDS** and the English version shall govern.
- 15. Preparation of Proposal**
- 15.1 In preparing their proposal, consultants are expected to examine in detail the documents comprising the RFP. Failure to provide the information requested may result in rejection of a proposal.
- 15.2 While preparing the technical proposal, consultants must give particular attention to the following:
- (a) In the case where there has been no shortlisting of consultants, a consultant may enhance its expertise for the assignment by associating with another consultant. In the case where a consultant is, or proposes to be, a joint venture or other association then it shall be bound by the requirements of ITC 8.3
 - (b) In the case where there has been shortlisting of consultants, if a shortlisted consultant considers that it may enhance its expertise for the assignment by associating with other consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted consultant(s), or (b) shortlisted consultant(s) if so indicated in the **PDS**. A shortlisted consultant must first obtain the approval of the client if it wishes to enter into a joint venture with non-shortlisted or shortlisted consultant(s). In case of association with non-shortlisted consultant(s), the shortlisted

consultant shall act as the authorized representative of the association. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

- (c) The estimated budget or the estimated number of person-months for key professional personnel envisaged to execute the assignment are indicated **in the PDS**. However, the evaluation of the proposal shall be based on the price relevant to the number of person-months indicated by the consultant in its proposal.
- (d) For assignments based on fixed budget selection (FBS), the available budget is provided **in PDS** ITC 15.2(c), and the financial proposal shall not exceed this budget, while the number of professional staff-months shall be as estimated by the consultant.
- (e) Alternative key professional personnel shall not be proposed, and only one curriculum vitae (“CV”) may be submitted for each position indicated in the TOR.

Technical and
Financial Proposal
Format and
Content

15.3 Consultants are required to submit a technical proposal, which shall provide the information indicated in the following paragraphs (a) through (g) using the standard forms provided in Section V A. A page is considered to be printed on one side of an A4 paper.

- (a) Information on the consultant’s financial capacity is required (form TECH-2A of Section V A) unless otherwise stated in the **PDS**. Information on current or past proceedings, litigation, arbitration, action claims, investigations or disputes is required (form TECH-2B of Section V A). A brief description of the consultants’ organization and an outline of recent experience of the consultant and of each associate, if any, on assignments of a similar nature is required (Form TECH-3 and TECH-4 of Section V A). For each assignment, the outline should indicate the names of associates or key professional personnel who participated, duration of the assignment, contract amount, and consultant’s involvement. Information shall be provided only for those assignments for which the consultant was legally contracted as a corporation or as one of the major firms within a joint venture. Assignments completed by individual professional staff working privately or through other consultants cannot be claimed as the experience of the consultant, or that of an associate, but can be claimed by the professional staff themselves in their CVs. Consultants must be prepared to substantiate the claimed experience, if so requested by the client. The contact information for references of the consultant are required (form TECH-4 of Section V A).
- (b) Comments and suggestions on the terms of reference including workable suggestions that could improve the quality/ effectiveness of the

assignment; and on requirements for counterpart staff and facilities including administrative support, office space, local transportation, equipment, data, etc. to be provided by the client (form TECH-6 of Section V A).

- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the technical proposal is provided (form TECH-5 of Section V A). The work plan should be consistent with the work and deliverables schedule (form TECH-9 of Section V A) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed key professional personnel by area of expertise, the position that would be assigned to each person, and their tasks (form TECH-8 of Section V A).
- (e) Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment (form TECH-8 of Section V A). The person-months input must be indicated separately for home office and field activities, and for foreign and local professional staff respectively.
- (f) CVs of the key professional personnel signed by the staff themselves and/or by the authorized representative (form TECH-10 of Section V A).
- (g) A detailed description of the proposed methodology and staffing for training, if training is identified in the **PDS** as a specific component of the assignment (form TECH-5 of Section V A).

15.4 The technical proposal shall not include any financial information other than the required information in form TECH-2A (financial capacity of the consultant). A technical proposal containing cost information related to assignment implementation will constitute grounds for declaring the proposal non-responsive.

15.5 The Financial Proposal shall be prepared using the standard forms provided in Section V B of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for key experts and non-key experts, (b) reimbursable expenses associated with assignment implementation.

16. Taxes

16.1 GCC 19 sets forth the tax provisions of the contract. Consultants must review this clause carefully in preparing their proposals.

17. Only one Proposal

17.1 Consultants shall submit only one proposal as a sole consultancy firm or as a joint venture member. If a consultant participates in more than one proposal, all such proposals shall be disqualified. However, this does not preclude the participation of the same sub-consultants, including individual experts, in more than one proposal.

18. Currencies of Proposal

18.1 Consultants must submit their financial proposals in the currency or currencies specified in the **PDS**. Consultants will be paid in the currency specified in the **PDS**.

19. Period of Proposal Validity

19.1 Proposals shall remain valid for the period specified in the **PDS** after the proposal submission deadline date prescribed by the client. A proposal valid for a shorter period shall be rejected by the client as non-responsive.

19.2 During the period of proposal validity, consultants shall maintain the availability of key professional personnel identified in the proposal. The client will make its best effort to complete negotiations within this period. Should the need arise, however, the client may request consultants to extend the validity period of their proposals. This request shall be made within the original validity period of the proposal. Consultants who agree to such extension shall confirm that they maintain the availability of the key professional personnel nominated in the proposal, or in their confirmation of extension of validity of the proposal, consultants could submit new key professional personnel in replacement. In such case, a replacement key expert shall have equal or better qualifications and experience than those of the originally proposed key expert. The technical evaluation score, however, will be based on the evaluation of the CV of the original key expert. Consultants who do not agree have the right to refuse to extend the validity of their proposals.

D. Submission and Opening of Proposals

20. Sealing and Marking of Proposals

20.1 The following applies to the “original” of the technical proposal, and of the financial proposal. The “original” shall contain no interlineations or overwriting, except as necessary to correct errors made by the consultants themselves. The person signing the proposal must initial such corrections, as well as initial each page of the relevant “original”. The submission letters for the

technical proposal and for the financial proposal should respectively be in the format shown in (form TECH-1) and (form FIN-1).

20.2 If required in the **PDS**, the authorized representative of the consultant signing the “original” of the technical and the financial proposals shall provide within the technical proposal an authorization in the form of a written power of attorney demonstrating that the person signing has been duly authorized to sign the “original” on behalf of the consultant, and its associates. The signed technical proposals and the signed financial proposals shall be clearly marked “original”.

20.3 Copies of the technical proposal and the financial proposal shall be made, in the number stated in the **PDS**, and each shall be clearly marked “copy”. If discrepancies are found between the original and any of the copies of the relevant documents, then the “original” shall govern. If consultants have the option of submitting proposals electronically, this shall be stated in the **PDS**.

20.4 The “original” and each “copy” of the technical proposal shall be placed in a sealed envelope/parcel clearly marked “technical proposal”. Similarly, the “original” and each “copy” of the financial proposal shall be placed in a separate sealed envelope/parcel clearly marked “financial proposal”.

20.5 Each envelope/parcel shall bear the name and address of the client as stated in the **PDS**, the name and address of the consultant (in case they may have to be returned unopened), and the name and reference number of the assignment as stated in **PDS ITC 2.3**.

20.6 In addition, the envelope/parcel containing the original and copies of the financial proposal shall be marked with a warning “do not open with the technical proposal”. If the financial proposal is not submitted in a separate sealed envelope/parcel duly marked as indicated above, this will constitute grounds for rejecting the proposal.

20.7 The two envelopes/parcels containing the Technical Proposal and the Financial Proposal shall then be placed into one outer envelope or carton (as appropriate) and securely sealed to prevent premature opening. This outer envelope/carton shall bear the submission address, name and address of the Consultant, name of the assignment and its reference number, and be clearly marked with the statement indicated in the **PDS** and bear the name and address of the client as stated in **PDS ITC 20.5**. The client shall not be responsible for misplacement, losing or premature opening if the outer envelope/carton is not sealed and/or marked as stipulated. This circumstance may be cause for proposal rejection.

21. Deadline for Submission of Proposals

21.1 Proposals must be received by the client before the submission deadline specified in the **PDS**.

21.2 A consultant may withdraw, substitute, or modify its proposal prior to the deadline for the submission of proposals by sending a written notice duly signed by the consultant's authorized representative to the client's address indicated in PDS 20.5. The enclosures of the corresponding substitution or modification of the proposal must accompany the respective written notice. All notices must be:

- (a) clearly marked "withdrawal," "substitution," or "modification";
- (b) received by the client prior to the deadline stipulated for submission of proposals;
- (c) sent directly as electronic submissions to the file request link or if submitting in hard copy to the address indicated in PDS 20.5; and be
- (d) in pdf or word format and in the same number of original and copies as the original proposal.

21.3 Proposals requested to be withdrawn shall remain unopened. 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 in this RFP.

21.4 The client may, at its discretion, extend the deadline for the submission of proposals by amending this RFP in accordance with ITC 12, in which case all rights and obligations of the client and the consultants previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

22. Late Proposals

22.1 Any proposals received by the client after the deadline for submission of proposals shall be declared late, rejected, and returned unopened to the consultant.

23. Proposal Opening

23.1 The client shall open the outer envelopes/cartons in a public meeting at the address, date and time specified in the **PDS** as soon as possible after the deadline for submission and sort the proposals into technical proposals or financial proposals as appropriate. The client shall ensure that the financial proposals remain sealed and securely stored until such time as the public opening of financial proposals takes place.

E. Evaluation of Proposals

24. Confidentiality 24.1 Information relating to the evaluation of proposals and recommendations of contract award shall not be disclosed to consultants or any other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any consultant of confidential information related to the process may result in the rejection of its proposal or may invalidate the entire procurement process.

24.2 Any attempt or effort by a consultant to influence the client in the examination, evaluation, and ranking of proposals or contract award decisions may result in the rejection of its proposal and may subject the consultant to sanctions and remedies including debarment by IFAD as per ITB clause 4 in addition to sanctions imposed by the government and/or the client.

25. Clarification of Proposals 25.1 To assist in the examination and evaluation of proposals, the client may, at its discretion, ask any consultant for clarification of its proposal. Any clarification submitted by a consultant that is not in response to a request by the client shall not be considered. The client's request for clarification and the consultant's response shall be in writing. No change in the prices or substance of the proposal shall be sought, offered, or permitted except to confirm the correction of arithmetic errors discovered by the client in the evaluation of the proposals.

25.2 If a consultant does not provide clarifications of its proposal by the date and time set in the client's request for clarification, its proposal may be rejected.

26. Evaluation of Technical Proposals 26.1 The client's technical evaluation committee (TEC) shall evaluate the technical proposals on the basis of their responsiveness to the terms of reference, applying the evaluation criteria, sub-criteria, and point system specified in Section IV. Each responsive proposal will be given a technical score (St). A proposal may be rejected at this stage if it does not respond to the RFP or if it fails to achieve the minimum technical score indicated in the **PDS**.

26.2 In exceptional circumstances, if none of the scores awarded by the TEC reach or exceed the minimum technical score (St), the client, subject to IFAD no-objection, reserves the right to reject all proposals and to invite a new competition. The new competition shall be based on a new shortlist of consultants to be established through a "request for expression of interest" and may include adjustments to the TOR of the assignment and/or relevant contract parameters, as appropriate. The new TOR, shortlist and RFP shall be subject to IFAD's no-objection.

26.3 In case no shortlisting has taken place, the consultant's financial capability to mobilize and sustain the services is critical and additional evidence must be provided by the consultant, if so requested by the client. In its proposal, the consultant is required to provide information on its financial and economic status

unless otherwise stated in PDS ITC 15.3(a). The information required must be provided using the form TECH-2A.

26.4 A consultant that fails to demonstrate through its financial records that it has the economic and financial ability to perform the required services as described in the respective terms of reference shall be disqualified. In the circumstance of a disqualification the technical proposal will not be evaluated further and the financial proposal shall be returned unopened.

26.5 The client, at its discretion, may ask for clarifications or additional information regarding the information provided in form TECH-2A.

26.6 The outcome of the financial capacity evaluation is a clear “yes” or “no”. Any consultant that receives a “no” shall not be evaluated further and its financial proposal shall be returned unopened. The proposals that receive a “yes” at this stage will be evaluated further according to the technical scoring methodology described in Section IV.

27. Evaluation of Financial Proposals

Financial Proposals
(only for QBS)

27.1 Following the ranking of technical proposals, and after receiving a “no objection” from IFAD (if applicable), when selection is based on quality only (QBS), the first ranked consultant with financial records proving that it has the economic and financial ability to perform the required services as described in the respective terms of reference will be invited to negotiate its technical and financial proposals and the contract in accordance with the instructions given under ITC clauses 29 and 30.

Financial Proposals
(only for QCBS,
FBS, LCS)

27.2 Following completion of the evaluation of technical proposals, and after receiving a “no objection” from IFAD (if applicable), the client shall inform the consultants who have submitted proposals of the technical points (total score only) assigned to each consultant. The client shall simultaneously notify the consultants that have secured at least the minimum qualifying mark and with financial records proving that they have the economic and financial ability to perform the required services as described in the respective terms of reference of the date, time, and place set for opening the financial proposals and notify them that their attendance at the opening of the financial proposals is not mandatory. The financial proposal opening shall take place at the location indicated in the **PDS**. The notification shall also advise those consultants whose technical proposals did not meet the minimum qualifying mark, or which were considered non-responsive, that their financial proposals will be returned unopened after the client has completed the selection process.

27.3 The client shall open the financial proposals in a public meeting at the address, date and time specified in the notification described in ITC sub-clause 27.2. All financial proposals will first be inspected to confirm that they have remained sealed and unopened. Only the financial proposals of those consultants who met the minimum qualifying mark following the technical evaluation stage and with financial records proving that they have the economic and financial ability to perform the required services as described in the respective terms of reference will be opened. The Technical Score (St) and only the total proposal price, as stated in the financial proposal submission form (form FIN-1) shall be read out aloud and recorded. A copy of the record shall be posted on the client's website.

27.4 The financial evaluation of proposal prices shall take into account the taxes that will be imposed on the consultant in the borrower/recipient's country unless otherwise indicated **in the PDS**. In time-based contracts, the client shall correct any computational errors, and in cases of a discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, activities and items described in the technical proposal but not priced, shall be priced and added to the price of the respective consultant. Also in the case of time-based contract, where an activity or line item is quantified differently in the financial proposal from the technical proposal, the financial proposal shall be adjusted accordingly to reflect the prices and quantities specified in the technical proposal. If a lump-sum contract form is included in the RFP, the consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made and the consultant will be bound to deliver the services as described in its technical proposal. If consultants are not required to submit financial proposals in a single currency, prices shall be converted to a single currency for evaluation purposes indicated in the **PDS** using the selling rates of exchange, source and date indicated in the **PDS**.

27.5 For Quality and Cost Based Selection (QCBS), the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other financial proposals will be computed as indicated in Section IV: Qualification and Evaluation Criteria. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the technical proposal; F = the weight given to the financial proposal; T + F = 100%) indicated in the PDS. $S = St \times T\% + Sf \times F\%$. The consultant achieving the highest combined technical and financial score will be invited for negotiations in accordance with ITC clauses 29 and 30, after receiving a "no objection" from IFAD (if applicable) on the combined technical and financial evaluation report.

27.6 In the case of Fixed-Budget Selection (FBS), the client will select the firm that submitted the highest ranked technical proposal within the stipulated budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection (LCS), the client will select the lowest priced proposal among those that passed the minimum technical score. In both aforementioned selection methods, the evaluated proposal price according to ITC sub-clause 27.4 shall be considered, and after receiving a “no objection” from IFAD (if applicable) on the combined technical and financial evaluation report, the selected firm shall be invited for negotiations in accordance with ITC clauses 29 and 30.

27.7 Prior to submission for IFAD’s no-objection, the client shall conduct a verification of the market-reasonableness of the prices offered. A negative determination (either unreasonably high or unreasonably low) could be a reason for rejection of the proposal at the discretion of the client. The consultant shall not be permitted to revise its submission after a determination that its offered price is unreasonable. In addition, the client may also verify any information provided on the TECH forms submitted in the proposal. A negative determination in the post-qualification could lead to the rejection of the proposal and the client may, at its discretion, move to invite the next-ranked consultant for negotiation.

**28. Past
Performance
and Reference
Check**

28.1 The client reserves the right to check the performance references provided by the consultant or to use any other source at the client’s discretion. A negative determination by the client on the consultant’s record of performance in prior contracts, especially when the invitation was based on prior list, may be a reason for disqualification of the consultant, or lowering the related evaluation score of the consultant relevant to past experience, at the discretion of the client.

F. Award of Contract

29. Notice of Intent to Award

29.1 After the completion of the evaluation report and having obtained all the necessary internal approvals and IFAD's no-objection as per the IFAD Procurement Handbook, the client shall send the notice of intent to award to the successful consultant. The notice of intent to award shall include a statement that the client shall issue a formal notification of award and draft contract agreement after expiration of the period for filing a protest and the resolution of any protest that are submitted. Delivery of the notice of intent to award shall not constitute the formation of a contract between the client and the successful consultant and no legal or equitable rights will be created through the delivery of the notice of intent to award.

29.2 At the same time it issues the notice of intent to award, the client shall also notify, in writing, all other consultants of the results of the selection process. The client shall promptly respond in writing to any unsuccessful consultant who, after receiving notification of the selection results, makes a written request for a debriefing or submits a protest as provided in the IFAD Procurement Handbook.

29.3 Consultants may protest the results of a procurement only according to the rules established in the module M of the IFAD Procurement Handbook. In case the number of days for

Protests and Appeals



- (i) filing the protests;
- (ii) automatic lifting of the suspension; and
- (iii) the issuance of the written decision;

are different from the ones mentioned in module M; then the number of days indicated in the **PDS** shall prevail for each step. In case of an appeal, the level 2 authority referred to in module M of the IFAD Procurement Handbook is identified in the **PDS**.

30. Invitation to Negotiations and proceedings

30.1 Upon the expiry of the period for submission of protests and appeals and when all protests and appeals have been resolved, as applicable, the client shall send an invitation to negotiations to the successful consultant. Negotiations will be held on the date and at the address indicated **in the PDS**. The invited consultant (who is invited via the notification of award) will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the key professional personnel listed in the technical proposal. Failure to confirm such personnel may result in the client proceeding to negotiate with the next-ranked consultant. Representatives conducting negotiations on behalf of the consultant must have written authority to negotiate and conclude the contract on behalf of the consultant.

Technical Negotiations	<p>30.2 Negotiations will commence with a discussion of the technical proposal, including (a) proposed technical approach and methodology, (b) workplan, (c) organization and staffing, and (d) any suggestions made by the consultant to improve the terms of reference.</p> <p>30.3 The client and the consultant will then finalize the terms of reference, assignment’s implementation methodology including staffing schedule, work schedule, logistics, reporting and other necessary adjustments to the consultant’s technical proposal. These documents will then be incorporated in the contract under “Description of Services.” Special attention will be paid to clearly defining the inputs and facilities required from the client to ensure satisfactory implementation of the assignment. The client shall prepare minutes of negotiations which will be signed by the client and the consultant, and become an annex to the contract.</p>
Financial Negotiations	<p>30.4 It is the responsibility of the consultant, before starting financial negotiations, to determine the relevant local tax amount to be paid by the consultant under the contract. In no event shall the client be responsible for the payment or reimbursement of any taxes. The financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates in all selection methods except for QBS.</p>
Availability of Professional Staff/Experts	<p>30.5 Having selected the consultant on the basis of, among other things, an evaluation of proposed key professional personnel, the client expects to negotiate a contract on the basis of those personnel named in the technical proposal.</p> <p>30.6 During contract negotiations, the client will not consider substitution of any key professional personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the personnel. If this is not the case and if it is established that any key professional personnel were offered in the proposal without confirming their availability, the consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.</p>
Conclusion of the Negotiations	<p>30.7 Negotiations will conclude with a review of the draft contract and annexes, following which the client and the consultant will initial the agreed contract. If negotiations fail, the client will invite the consultant whose proposal received the second highest score to negotiate a contract.</p>
31. Notice of Contract Award	<p>31.1 Following securing IFAD no-objection to the negotiated contract, the client shall issue the notice of award to the successful consultant and sign the contract. The client shall publish on the IFAD website and at UNDB online, the</p>



results identifying the procurement, the name of the winning consultant and the price, duration, and summary scope of the contract.

32. Return of Unopened Financial Proposals

32.1 After contract signature, the client shall return the unopened financial proposals to the unsuccessful consultants at the cost and request of the consultant.

33. Commencement Dates

33.1 The consultant is expected to commence the assignment on the date and at the location specified in the **PDS**.

Section III. Proposal Data Sheet (PDS)

General	
ITC 1.1	<p>e) “Client” Society for Climate Resilient Agriculture in Nagaland (SOCRAN) is the entity designated by the government to sign and manage the resulting contract.</p> <p>n) “government” means the Government of Nagaland, India.</p> <p>w) “project” means Fostering Climate Resilient Upland Farming System in the Northeast (FOCUS), Nagaland.</p>
ITC 2.1	<p>The method of selection is the Fixed Budget Selection (FBS) method where the highest ranked technical proposals within the budget will be selected for award of contract.</p> <p>Technical proposal will be evaluated and the consultant firms who pass the minimum technical score will be invited to the public opening of their financial envelopes. The bidders whose technical proposals fail to meet the minimum technical score will have their financial envelopes returned unopened. Any financial proposals that exceed the indicated the budget shall be rejected. The consultant firm who secured the highest ranked technical proposals within the budget will be selected for award of contract.</p>
ITC 2.3	<p>The name of the assignment: Hiring of a consultancy agency for Sub-sector outcome survey (Thematic Studies) under FOCUS/Nagaland.</p> <p>Reference number of the assignment is: APC/FOCUS/SOS/123/2023-2024.</p>
ITC 2.4	No pre-proposal conferences.
ITC 2.5	The client will provide the following inputs and facilities: <i>[please refer the Terms of Reference]</i>
Contents of the RFP	
ITC 3.1	The Government of Nagaland (GoN) has received a financing from the International Fund for Agricultural Development (“the Fund”) towards the cost of Fostering Climate Resilient Upland Farming System in the Northeast (FOCUS), Nagaland, and intends to apply a portion of the proceeds of this loan/grant to eligible payments under this contract.

ITC 11.1	<p>State Project Director Fostering Climate Resilient Upland Farming System in the Northeast (FOCUS), Nagaland APC Office, Ground Floor Nagaland Civil Secretariat City: Kohima-797 001. India spdfocus@gmail.com</p>
Preparation of Proposals	
ITC 14.1	The proposal shall be written in English.
ITC 15.2(b)	Consultants <i>shall not be allowed to</i> associate with <i>other consultant firms</i> .
ITC 15.2(c)	The estimated budget for the assignment is: INR 10.00 lakhs. (Exclusive of taxes as applicable)
ITC 15.2(d)	NA
ITC 15.3(a)	Information on the consultant's financial capacity <i>is</i> required (form TECH-2A of Section V A).
ITC 15.3(g)	Training <i>is</i> a specific component of this assignment.
ITC 18.1	The currency(ies) of the proposal shall be as follows: <i>Indian Rupees (INR)</i> . The currency(ies) of the payment shall be as follows: <i>Indian Rupees (INR)</i> .
ITC 19.1	Proposals must remain valid for 90 days after the deadline for the submission of proposals specified in PDS ITC 21.1.
Submission and Opening of Proposals	
ITC 20.2	Written power of attorney <i>is</i> required. There should only be a single person who is given a power of attorney.
ITC 20.3	<p>If submitting a hard copy: a consultant must submit one (1) original and <i>one</i> copy of both the technical proposal and the financial proposal in a sealed envelope, in the language(s) specified in PDS ITC 14.1.</p> <p>Consultants <i>do not have</i> the option of submitting their proposals electronically.</p>

ITC 20.5	<p>State Project Director Fostering Climate Resilient Upland Farming System in the Northeast (FOCUS), Nagaland APC Office, Ground Floor Nagaland Civil Secretariat City: Kohima-797 001. India spdfocus@gmail.com</p>
ITC 20.7	Ensure the outer label (or carton) of the proposal includes this statement: “Do not open before 29th May 2023. , 1400 hrs. In addition, it must be addressed to the client’s name and address as per ITC PDS 20.5
ITC 21.1	Proposals must be submitted no later than [2:00 PM IST] on 29th May 2023.
ITC 23.1	<p>The proposal opening shall take place at: State Project Director (FOCUS), Nagaland Nagaland Civil Secretariat City: Kohima-797 001. India spdfocus@gmail.com</p> <p>On 29th May 2023., 2:30 PM IST].</p>
Evaluation of Proposals	
ITC 26.1	The minimum technical score (St) required to pass is [75] out of 100 possible points. For detailed scoring criteria, see Section IV.
ITC 27.2	The consultant firm who secured the highest ranked technical proposals within the budget will be selected for award of contract.
ITC 27.4	<p>Taxes payable by the consultant in the borrower/recipient’s country shall be presented separately in its financial proposal and the client shall evaluate the consultant’s proposal price “exclusive” of all taxes/GST applicable from time to time.</p> <p>The single currency used for evaluation purposes is: Indian Rupees (INR) The source of official selling exchange rates for evaluation purposes is: NA</p>
ITC 27.5	NA

Award of Contract

ITC 29.3	The number of days indicated in module M of the IFAD Procurement Handbook shall prevail.
ITC 30.2	The expected date for contract negotiations is expected to be within [05] days after the opening of the financial proposals and will be held at: - State Project Director (FOCUS), Nagaland Nagaland Civil Secretariat City: Kohima-797 001. India spdfocus@gmail.com
ITC 33.1	The expected date for commencement of the services is [03 days] from the of completing of the contract signing formalities.

Section IV. Qualification and Evaluation Criteria

1.1 Legal Status

Each entity forming the consultant shall attach to form TECH-1 a copy of its letter of incorporation (registration), or other such document, indicating its legal status.

1.2 Financial Criteria

If required by PDS ITC 15.3(a), the consultant shall provide evidence showing that it has the sufficient financial capacity needed for this contract, as required in form TECH-2A. ITR & Annual Average Turnover should be at least INR 30.00 Lakhs.

1.3 Litigation Criteria

The consultant shall provide accurate information on any current or past litigation or arbitration resulting from contracts completed, terminated, or under execution by the consultant over the last five (5) years, as indicated in form TECH-2B. A consistent history of court/arbitration decisions against the consultant or existence of ongoing high value disputes may lead to the rejection of the proposal. Each associate or member must provide the information required in TECH-2B.

1.4 Evaluation Criteria

A proposal will be rejected if it does not earn a total minimum score identified in PDS 26.1. A proposal may be rejected, at the discretion of the client, if the firm does not satisfy the mandatory criteria as per table below.

The consultant will be rejected if its proposal does not clearly demonstrate that it meets the following minimum mandatory criteria:

Ref	Item
Mandatory Criterion 1	<i>The consultant must provide the requisite staff as per the TORs clause 19.</i>
Mandatory Criterion 2	<i>The consultant will not have to establish an office in Kohima, Nagaland during the contract period.</i>

The client shall use the following criteria and sub-criteria in scoring the technical proposal of each consultant

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.		
ITC 26.1	Criteria, sub-criteria	Points
	<p>1. Specific experience of the consultants relevant to the assignment</p> <ul style="list-style-type: none"> - Should have conducted the survey on individual house hold income of the Villagers - Should have experience in working project areas/NE India and sensitivity to the rural community of the project. - Should have conducting at least 2-3 outcome survey/ impact studies on related field in the last 3 years (2020-2022). 	
		Total points for this criterion [20 points]
	<p>2. Workplan with response to the TOR, methodology for implementing the assignment including innovative approaches, mobilizing schedule</p> <ul style="list-style-type: none"> - Work Plan - 15 - Technical Approach and Methodology – 15 	
		Total points for this criterion [30 points]
	<p>3. Key Experts' qualifications and competence for the Assignment</p> <ul style="list-style-type: none"> - Key-01: Team Leader- (01) 16 points - Key-02: Field Coordinator – 4 (6 points each) - Key-03: Enumerators (16) No CV sought for the Enumerators hence no ranking. <p>(Required competencies as mentioned in the ToR)</p>	
		Total points for this criterion [40 points]
	<p>4. Additional relevant experience and competencies</p> <ul style="list-style-type: none"> - Number of key experts fairly conversant in Nagamese.- 5 pts - Knowledge of any local dialect language could also be indicated .- 5 pts 	
		Total points for this criterion [10 points]
		Total points for all criteria 100

The minimum technical score (St) required to pass is

[75 points]

If none of the proposals reach or exceed the minimum technical score specified in PDS 26.1 the client reserves the right to invite the consultant receiving the highest technical score (St) to negotiate both its technical and financial proposals, subject to receiving IFAD's no-objection.

ITC 27.5 The formula for determining the financial scores is the following:
NA (FBS method)

1.5 Qualification Table

Documents needed to be submitted by the consultant in order to establish the Qualifications of the Consultant are indicated in the rightmost column.

Factor	1.5.1 ELIGIBILITY						Documentation Required
	Requirement	Consultant				Sub-Consultant	
		Single Entity	All members combined	Each Member	At least one member		
1.5.1.1 Qualification and Eligibility	In accordance with ITC 8	Must meet requirement	Existing or intended joint venture or other association must meet requirement	Must meet requirement	N/A	Must meet requirement	TECH-1 including attachments
1.5.1.2 Conflict of Interest	No conflicts of interests as described in ITC 8 unless the conflict of interest has been mitigated and the mitigation is approved by IFAD.	Must meet requirement	Existing or intended joint venture or other association must meet requirement	Must meet requirement	N / A	Must meet requirement	TECH-1 including attachments

Factor	1.5.1 ELIGIBILITY						
	Requirement	Consultant				Sub-Consultant	Documentation Required
		Single Entity	All members combined	Each Member	At least one member		
1.5.1.3 Ineligibility and Debarment	Not having been declared ineligible based on any of the criteria set forth in ITC 8	Must meet requirement	Existing or intended joint venture or other association must meet requirement	Must meet requirement	N/A	Must meet requirement	TECH-1 including attachments

The consultant shall provide the information requested in the corresponding information sheets included in Section V Proposal Forms to establish that the consultant meets the requirements established below. Sub-consultants that are included in the consultant’s proposal shall not be replaced without the client’s prior permission.

Factor	1.5.2 HISTORICAL CONTRACT NON-PERFORMANCE						
	Requirement	Consultant				Sub-Consultant	Documentation Required
		Single Entity	All members combined	Each member	At least one member		
1.5.2.1 Pending Litigation	All pending proceedings, litigation, arbitrations, actions, claims, investigations or disputes, in total, shall not represent more than ten percent (10%) of the consultant's net worth.	Must meet requirement by itself, including as member of past or other association (not mandatory if in the past was as a member of a joint venture or other association with less than 20% role in the contract).	N/A	Must meet requirement by itself or as member of past or other association (not mandatory if in the past was as a member of a joint venture or other association with less than 20% role in the contract).	N/A	Must meet requirement by itself or as a sub-consultant to a prime, or member of past or other association (not mandatory if in the past was as a member of a joint venture or other association with less than 20% role in the contract).	Form TECH-2B

Factor	1.5.3 FINANCIAL SITUATION						
	Sub-Factor	Requirement	Consultant			Sub-Consultant	Documentation Required
			Single Entity	All members combined	Each member		
1.5.3.1 Historical Financial Performance	Submission of evidence to the consultant's financial capacity to mobilize and sustain the services	Must meet requirement	N/A	Must meet requirement	N/A	N/A	Form TECH-2A, TECH-2B and form TECH-4
1.5.3.2 Financial Resources	The consultant must demonstrate access to, or availability of, financial resources such as liquid assets, unencumbered real assets, lines of credit, and other financial means.	Must meet requirement	Must meet requirement	N/A	Must meet requirement	N/A	Form TECH-2A, TECH-2B and form TECH-4

Factor	1.5.4 EXPERIENCE							
Sub-Factor	Requirement	Consultant					Sub-Consultant	Documentation Required
		Single Entity						
			All members combined	Each member	At least one member			
1.5.4.1 Organization Capability and Technical Experience	See criteria table under 1.4 and specific areas of TOR	Must meet minimum requirement	Must meet minimum requirement	N/A	N/A	N/A	Form TECH-3 / form TECH-6	
1.5.4.2 General & Specific Experience	See criteria table under 1.4 and specific areas of TOR	Must meet minimum requirement	Must meet minimum requirement	N/A	Must meet each discrete requirement	Must meet at least one specialized requirement	Form TECH-4	

Section V. A. Technical Proposal Forms

Disclosure in these technical forms of any proposed prices will constitute grounds for declaring the proposal non-responsive; see ITC sub-clause 15.4.

Form TECH-1.	Technical Proposal Submission Form	47
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Form TECH-1. Technical Proposal Submission Form

[Location, date]

To:
Address: State Project Director
(FOCUS), Nagaland
Nagaland Civil Secretariat
City: Kohima-797 001. India
spdfocus@gmail.com

Ladies and Gentlemen:

Re: *[insert title of assignment]* RFP Ref: *[insert reference as shown on cover page]*

1. We, the undersigned, offer to provide the services for the above-mentioned assignment in accordance with your Request for Proposal (RFP) dated *[insert date]*, any addenda issued thereto and our proposal.
2. We are hereby submitting our proposal, which includes this technical proposal, and a financial proposal, each sealed in separate and clearly marked envelope/parcel.
3. Our firm, its associates, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Fund and have not been subject to sanctions or debarments under the laws or official regulations of the client's country or not been subject to a debarment recognized under the Agreement for Mutual Enforcement of Debarment Decisions (the "Cross-Debarment Agreement")³ in accordance with ITB clause 4, beyond those declared in paragraph 12 of this technical proposal submission form.
4. We are attaching herewith information to support our eligibility in accordance with Section IV of the RFP.
5. If negotiations are held during the initial period of validity of the proposal, we undertake to negotiate on the basis of the nominated key professional personnel.
6. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations, and we undertake, if our proposal is accepted, to initiate the services related to the assignment not later than the date indicated in this RFP.
7. We acknowledge and accept the IFAD Revised Policy on Preventing Fraud and Corruption in its Activities and Operations. We certify that neither our firm nor any person acting for us

³ The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.
Section V A Technical Proposal Forms

or on our behalf has engaged in any prohibited practices as provided in ITB clause 4. Further, we acknowledge and understand our obligation to report to anticorruption@ifad.org any allegation of prohibited practice that comes to our attention during the selection process or the contract execution. As part of this, we certify that:

- (a) The price of our proposal has been arrived at independently, without any consultation, communication, or agreement with any other party, including another consultant or competitor, or for the purpose of restricting competition, relating to:
 - (i) those prices;
 - (ii) the intention to submit an offer; or
 - (iii) the methods or factors used to calculate the prices offered.
 - (b) The prices in our proposal have not been and will not be knowingly disclosed by us, directly or indirectly, to any other consultant or competitor before the opening of the financial proposals unless otherwise explicitly required by law; and
 - (c) No attempt has been made or will be made by us to induce any other consultant to submit or not to submit a proposal for the purpose of restricting competition.
8. We acknowledge and accept the IFAD Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any sexual harassment, sexual exploitation or abuse, as provided in ITB Clause 6. Further, we acknowledge and understand our obligation to report to ethicsoffice@ifad.org any allegation of sexual harassment, sexual exploitation and abuse that comes to our attention during the selection process or the contract execution.
9. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the creation of the proposal process: *[Insert complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of recipient	Address	Reason	Amount

If none has been paid or is to be paid, indicate “none.”

10. We declare that neither our firm nor any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have any actual, potential or perceived conflict of interest as defined in ITB Clause 8.4 regarding this selection process or the execution of the contract. *[Insert if needed: “other than the following:” and provide a detailed account of the actual, potential or perceived conflict].* We understand that we have an ongoing disclosure obligation on such actual, potential or perceived conflicts of interest

and shall promptly inform the client and the Fund, should any such actual, potential or perceived conflicts of interest arise at any stage of the selection process or contract execution.

11. The following criminal convictions, administrative sanctions (including debarments) and/or temporary suspensions have been imposed on our firm and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the measure (i.e., criminal conviction, administrative sanction or temporary suspension)	Imposed by	Name of party convicted, sanctioned or suspended (and relationship to consultant)	Grounds for the measure (i.e., fraud in procurement or corruption in contract execution)	Date and time (duration) of measure

If no criminal convictions, administrative sanctions or temporary suspensions have been imposed, indicate “none”.

12. We acknowledge and understand that we shall promptly inform the client about any material change regarding the information provided in this form.
13. We further understand that the failure to properly disclose any of information in connection with this proposal submission form may lead to appropriate actions, including our disqualification, the termination of the contract and any other sanction as applicable under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations.
14. We understand that this proposal, together with your written preliminary acceptance thereof included in your Notification of Intent to Award, shall only constitute a binding contract between the firm and the client subject to successful negotiations and the preparation and execution of the appropriate contract.
15. 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.
16. We understand and accept without condition that any protest to the process or results of this competition process may be brought only through the procedures defined in ITC clause 29.3.
17. We understand you are not bound to accept any proposal that you may receive.

Yours sincerely,
[authorized signatory]

[name and title of signatory]

[name of consultant]

[address of consultant]

Annexes:

1. Power of attorney (if required) demonstrating that the person signing has been duly authorized to sign the proposal on behalf of the consultant and its associates;
2. Letter(s) of incorporation (or other documents indicating legal status); and
3. *[Other documents required in PDS]*

Form Tech-2A . Financial Capacity of the Consultant

The client reserves the right to request additional information about the financial capacity of the consultant. **A consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required services may be disqualified.**

The consultant's financial capacity to mobilize and sustain the services may be important for specific types of services in which the consultant is required to pre-finance significant expenses in advance of receiving payment from the client. Under these circumstances, an evaluation of financial capacity will be included in the request for proposals in addition to the qualitative assessment conducted through form Tech-4. Form Tech-2A will include requirements on the documentation required to assess financial capacity. The types of documentation required will vary according to the country context, the type of services being solicited, and the extent of the financial capacity demanded within the assignment. Examples of possible documentation required are as follows, but may be supplemented by other types of documents determined by the client as long as the requirements are reasonable and relevant to the financial capacity demanded of the services being solicited:

- Audited financial statements for the last three (3) years (FY 2019-20,2020-21, 2021-22), supported by audit letters.
- Certified financial statements for the last three (3) years (FY 2019-20,2020-21, 2021-22), supported by tax returns. Average Turnover for 3 (three) years should be INR. 30.00 lakhs.
- Evidence of financing dedicated for the implementation of the services as attested by an authorized representative of the consultant.

Failure to submit either of the documents as evidence of financial capacity will result in the **rejection of the proposal.**

The client reserves the right to request additional information about the financial capacity of the consultant. A consultant that fails to demonstrate through its financial records that it has the financial capacity to perform the required services may be disqualified.

Form TECH-2B. Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes of the Consultant

[Provide information on current or past proceedings, litigation, arbitration, action claims, investigations or disputes over the last five (5) years as shown in the form below.]

The consultant, or a related company or entity or affiliate, has been involved in any proceeding, litigation, arbitration, action, claim, investigation or dispute within the past five (5) years: No: _____ Yes: _____ (See below)

Litigation, Arbitration, Actions, Claims, Investigations, Disputes During Last Five (5) Years

Year	Matter in Dispute	Value of Award Against Consultant in INR Equivalent
------	-------------------	---



Form TECH-3.

Organization of the Consultant

[Provide a brief description of the background and organization of your firm/entity and of each associated firm for this assignment. Include the organization chart of your firm/entity. The proposal must demonstrate that the consultant has the organizational capability and experience to provide home office project management of the contract as well as the necessary administrative and technical support to the consultant's project team in country. The proposal shall further demonstrate that the consultant has the capacity to field and provide experienced replacement personnel on short notice.]

[Maximum 5 pages]

Form TECH-4. Experience of the Consultant

Using the format below, provide information on each relevant assignment for which your firm, and each associate for this assignment, was legally contracted as a corporate entity or as one of the major companies within an association, for carrying out services similar to the ones requested under the terms of reference included in this RFP. The proposal must demonstrate that the consultant has a proven track record of successful experience in executing projects similar in substance, complexity, value, duration, and volume of services sought in this procurement.

[Maximum 5 related/similar assignments]

Assignment name:	Approx. value of the contract (in current INR₹):
Country: Location within country:	Duration of assignment (months):
Name of client:	Total No. of staff-months of the assignment:
Email and phone of references of the client:	Provide contact information for at least two (2) references that can provide substantial input about (1) the type of work performed by you and (2) the quality of the work. For each reference, list a contact individual, their title, address, phone and e-mail address:
Client address:	Approx. value of the services provided by your firm under the contract (in current INR₹):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name and profile of proposed 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:	
Narrative description of the project's mobilization demands and how your firm managed that mobilization's administrative, logistical and financial requirements:	
Description of actual services provided by your staff within the assignment:	

Name of firm: _____

Form TECH-5.

Description of Approach, Methodology and Work Plan for Performing the Assignment

In this section, the consultant should provide a comprehensive description of how it will provide the required services in accordance with the terms of reference (TOR) included in this RFP. Information provided must be sufficient to convey to the technical evaluation committee that the consultant has an understanding of the challenges in performing the required services and that it has an approach, methodology and work plan suitable to overcome those challenges.

Your technical proposal should be divided into the following three (3) chapters:

- (a) Technical Approach and Methodology,
- (b) Work Plan, and

(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. Also comment here on any specialized equipment and/or software of which may be necessary to perform the scope indicated in the terms of reference.

(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 and deliverables schedule of form TECH-9.

Note: Where the terms of reference include tasks relevant to gender and social inclusion, the proposal should explicitly address how the consultant will perform these tasks in the technical approach, and methodology, work plan, organization and staffing. We recognize that this type of expertise and experience may be outside of the normal work of some Consultants offering proposals, and thus call special attention to the importance of an adequately inter-disciplinary proposal and staffing plan.

[Maximum 5-10 pages, including charts and diagrams]

Form TECH-6.

Comments and Suggestions on the Terms of Reference & Assignment

The client welcomes comments and suggestions to improve the assignment to provide a better value for money. These comments and suggestions shall not be used for evaluation purposes, but may be discussed during negotiations. The client is not bound to accept anything proposed. If the proposed modifications/suggestions would require changes in the offered price, it shall be noted as such, without giving the price of the change.

A: On the terms of reference

[Present and justify here any modifications or improvements 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).]

B: On the staff and facilities

[Comment here on the staff and facilities to be provided by the client.]

Form TECH-7.**Team Composition and Task Assignments**

Key Professional Personnel				
Name of Staff	Organization	Area of Expertise	Position Assigned	Task Assigned

Form TECH-8.

Staffing Schedule (Key Professional Personnel and Support Staff)

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

1. For key professional personnel, the input shall be indicated individually; for support staff it shall be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2. Days are counted from the start of the assignment. For each personnel, 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		Part Time	
-----------	--	-----------	--

Form TECH-9.

Work Schedule and Deliverables Schedule

Sl. No.	Task	Days/Months																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	Particulars of Activity																		
3	Signing of contract and submission of Thematic assessment/analytical study Inception Report (Action plan and Methodology- survey instrument & sampling)																		
4	Training of enumerators, field/survey coordinator, team leader etc (as decided by the agency concern in close co-ordination with PMU, Kohima)																		
5	Actual survey to start and complete within 10 days Basing on distance factor and number of villages to be covered by one survey team, the number of days may vary however the days are to be calculated as per actual. The consideration of 10 days is an average of four teams																		
6	Data tabulation, data interpretation and analysis after completion of field work. Presentation of the initial data analysis																		
7	Submission of first draft thematic analytical study report																		
8	Submission of final thematic analytical study report to PMU office																		

[Indicate all main activities of the assignment, including deliverables and other milestones, such as the client approvals. For phased assignments, indicate activities, deliverables and milestones separately for each phase. Duration of activities shall be indicated in the form of a bar chart. See TOR for the full list of deliverables. Above is a sample format (to be further completed by the consultant based on the TOR requirements) that shall be used by the consultant as an indicator of the proposed workload. The submission shall be evaluated as part of the approach and methodology.]

Form TECH-10. Curriculum Vitae (CV) for Proposed Key Professional Personnel for Team Leader and Field /Survey Coordinator is required. The CVs of the Support Staff, Enumerators is not required.

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 Personnel *[Insert full name]*
4. Date of Birth *[Insert birth date]*
5. Nationality *[Insert nationality]*
6. Education *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]*
7. Other Training *[Indicate appropriate postgraduate and other training]*
8. 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]*

Language	Speaking	Reading	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 *[month, year]:* To *[month, year]:*
 Client:
 Position(s) held:
11. Detailed Tasks Assigned *[List all tasks to be performed under this assignment]*
12. Work undertaken that best illustrates capability to handle the tasks assigned: *[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12.]*

 Name of assignment or project:
 Month, Year:
 Location:
 Client:
 Main project features:
 Position held:
 Activities performed:
13. References *[List at least three individual references with substantial knowledge of the person's work. Include each reference's name, title, phone and e-mail contact information.] [The client reserves the right to contact other sources as well as to check references]*

14. Certifications

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

I, the undersigned, hereby declare that I agree to participate with the [consultant] in the above-mentioned request for proposal. I further declare that I am able and willing to work:

1. for the period(s) foreseen in the specific terms of reference attached to the above referenced request for proposal for the position for which my CV has been included in the offer of the consultant and
2. within the implementation period of the specific contract.

Signature of Key
Professional Personnel

If this form has not been signed by the key professional personnel, then in signing below, the authorized representative of the consultant is making the following declaration:

“In due consideration of my signing herewith below, if the key professional personnel has not signed this CV then I declare that the facts contained therein are, to the best of my knowledge and belief, a true and fair statement and that I confirm that I have approached the said key professional personnel and obtained his assurance that he will maintain his availability for this assignment if the contract is agreed within the proposal validity period provided for in the RFP.”

Section V. B. Financial Proposal Forms

Financial proposal standard forms shall be used for the preparation of the financial proposal according to the instructions provided under sub-clause 15.5 of Section II Instructions to Consultants.

Form FIN-1. Financial Proposal Submission Form	63
Form FIN-2. Price Summary.....	64
Form FIN-3. Breakdown of Price by Activity.....	65
Form FIN-4. Breakdown of Remuneration.....	67
Form FIN-5. Breakdown of Reimbursables.....	68

Form FIN-1. Financial Proposal Submission Form

[location, date]

To: [client]

Address:

Ladies and Gentlemen:

Re: [insert title of assignment]

RFP Ref: [insert reference as shown on cover page]

We, the undersigned, offer to provide the services for the above-mentioned assignment in accordance with your request for proposal (RFP) dated [insert date]⁴ and our technical proposal.

Our price as per the attached financial proposal forms is [insert amount(s) in words and figures and currency] and shall remain fixed throughout the implementation of the assignment. Our price includes the estimated amount of local indirect taxes is [insert amount in words and figures in name of currency] which shall be confirmed or adjusted, if needed, during negotiations.

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, as indicated in paragraph ITC 19.1 of the PDS.

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 below:⁵

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

We understand you are not bound to accept any proposal that you may receive. We acknowledge that our digital/digitized signature is valid and legally binding. Yours sincerely,

Authorized signatory

Name and title of signatory

Name of consultant

⁴ Amount must coincide with the ones indicated under total price of form FIN-2

⁵ If applicable, replace this paragraph with “no commissions or gratuities have been or are to be paid by us to agents relating to this proposal and contract execution”.

Form FIN-2. Price Summary

Re: Hiring of a consultancy agency for Sub-sector outcome survey (Thematic Studies) under FOCUS/Nagaland.

Ref. No. APC/FOCUS/SOS/123/2023-2024, dated: 12/05/2023.

Price¹
Currency (INR)

A. Remuneration:(From FIN-4)

Fees (Lumpsum):

Phase 1:

Phase 2:

Taxes in borrower/recipient's country:

B. Reimbursables: (from FIN-5)

(Lumpsum):

Phase 1:

Phase2:

Total price of financial proposal

1. Indicate the total price to be paid by the client in each currency. Such total price must coincide with the sum of the relevant sub-totals indicated in form FIN-3. (tax provisions relevant to this RFP are set out in Section VII General Conditions of Contract.)
2. If the RFP contains 2 phases, both phases will be subject to the proposal evaluation and the price to be evaluated will be the total price of the 2 phases, though the contract may be signed only for phase 1.
3. Provide fully loaded prices (including any travel, communication, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profits. Taxes are presented separately).

Form FIN-3. Breakdown of Price by Activity

Re: *[insert title of assignment]*
RFP Ref: *[insert reference as shown on cover page]*

Sl. No.	Group of activities by phase	Amount
		INR
1	Signing of contract and submission of Thematic assessment/analytical study Inception Report (Action plan and Methodology- survey instrument & sampling)	
2	Training of enumerators, field coordinator, team leader etc (as decided by the agency concern in close co-ordination with PMU, Kohima)	
3	Actual survey to start and complete within 10 days ➤ Basing on distance factor and number of villages to be covered by one survey team, the number of days may vary however the days are to be calculated as per actual. The consideration of 10 days is an average of four teams	
4.	Data tabulation, data interpretation and analysis after completion of field work. Presentation of the initial data analysis	
5.	Submission of first draft thematic analytical study report	
6.	Submission of final thematic analytical study report to PMU office	
7.	Final workshop	
8.	Submission of final assessment report along with all field data.	



Note:

1. Refer deliverables mentioned in the ToR before filling up the table.

Section V B Financial Proposal Forms

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SoCRAN: Hiring of a consultancy agency for Sub-sector outcome survey (Thematic Studies) under FOCUS/Nagaland. No. APC/FOCUS/SOS/123/2023-2024, dated: 12/05/2023.

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2. Form FIN-3 shall be completed for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the consultant shall fill a separate form FIN-3 for each group of activities. Include base and option years.
 3. A short description of the activities whose price breakdown is provided in this form.
 4. Provide fully loaded prices (including travel, communications, local transportation, office expenses, shipment of personal effects, direct and indirect rates and profit).

Form FIN-4. Breakdown of Remuneration

Re: *[insert title of assignment]*

RFP Ref: *[insert reference as shown on cover page]*

[Information to be provided in this form shall only be used to establish price reasonableness and to establish payments to the consultant for possible additional services requested by the client.]

Name Position Person month fully loaded rate

KEY Staff			Currency (INR)
	Team Leader	Home	
		Field	
	Field/Survey Coordinator	Home	
		Field	
	Enumerators	Home	
		Field	

1. Form FIN-4 shall be filled in for the same key professional personnel and other personnel listed in forms TECH-7 and 8.
2. Professional personnel shall be indicated individually; support staff shall be indicated by category (e.g., draftsmen, clerical staff).
3. Positions of the key professional personnel shall coincide with the ones indicated in forms TECH-7 and 8.

Form FIN-5. Breakdown of Reimbursables

Re: *[insert title of assignment]*

RFP Ref: *[insert reference as shown on cover page]*

When used for lump-sum contract assignment, information to be provided in this form shall only be used to demonstrate the basis for calculation of the contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the consultant for possible additional services requested by the client. This form shall not be used as a basis for payments under lump-sum contracts

Form FIN-2 Financial Proposal

Categories	Unit	Total Man Days	Unit Rate	Total Amount
1.Remuneration	2	3	4	3 X 4
Team Leader	day			
Survey Coordinator	day			
Enumerators	day			
Subtotal remuneration (I)	weeks			
Reimbursable Expenses				
Printing, Stationaries & photocopying etc.	LS			
Local transportation costs & DA for actual survey period/Hotel accommodation and other costs.	Trip			
Training for the enumerators, field coordinator & team leader.	Day			
Publishing of report				
Workshop and Report dissemination to be borne by the project and not to be credited to the Consultants budget				50,000.00
Total Reimbursable (II)				
Total				
GST				
Total Cost (I + II+Taxes)				10,00,000.00

Section VI. Terms of Reference

Terms of Reference for Sub- sector outcome survey (Thematic Studies)

The Society for Climate Resilient for Agriculture in Nagaland (SoCRAN) intends to hire a Consultant Agency for conducting **thematic study on ‘Social Inclusion, empowerment and livelihoods of FIGs under FOCUS Project Nagaland’**

ASSIGNMENT TOPIC: ‘Social Inclusion, empowerment and livelihoods of FIGs under FOCUS Project Nagaland’

ASSIGNMENT LOCATION: Nine (9) districts of Nagaland- Kohima + Tseminyu, Phek, Zunheboto, Kiphire, Mokokchung, Wokha, Longleng, Mon

ASSIGNMENT TIMELINE: 38 days

REPORT TO FOCUS- PMU Office

Project Background

Fostering Climate Resilient Upland Farming Systems in the Northeast-Nagaland (FOCUS-Nagaland):

FOCUS is an externally aided project funded by the International Fund for Agriculture Development (IFAD). The rationale for the inception of the project is to improve upland agricultural practices in the state and mitigate climate change. In Nagaland, the project focuses on eight out of 11 districts that existed during the project initiation period namely, Mon, Longleng, Zunheboto, Wokha, Kiphire, Phek, Mokokchung and Kohima. Dimapur district was not being considered as it is largely situated in the plains while Tuensang and Peren districts were not included as these were covered under the World Bank supported North East Rural Livelihoods Programme (NERLP). After the launching of the project, the state saw the creation of five more districts, namely, Noklak, Shamator, Niuland, Chumukedima and Tseminyu. For FOCUS project, Tseminyu district shall continue to be managed by the DMU Kohima. In the nine districts excluding the villages that are proposed/covered in other externally aided projects (JICA and KfW) all the 645 villages giving the FPIC will be included in the FOCUS project.

The project has adopted a two-stage targeting strategy. The first is geographic targeting whereby districts with other major development projects were excluded. Second, the project has adopted social targeting approach by excluding the households with permanent government jobs. The target group categories would therefore include all tribal households involved in jhum farming and those unable to take up jhum cultivation on account of labour shortages and other vulnerable households having persons with disability and other challenges. Women are the main contributors to both agriculture and livestock activities and therefore gender would be mainstreamed into the project activities so that women have

access and control over resources both in terms of targeting of project activities and also their participation in various committees of the project.

Similarly, youths have been targeted to be engaged in various project activities which include training them in pig value chain which is a low-risk investment and providing them with capital, and engaging them as the main grassroots level project facilitators in the form of Lead Farmers (LF) and Community Animal Health Workers (CAHWs). Youth collectives and initiatives would be supported to participate in the innovation fund related activities.

In total the project covers a total of 645 villages (69% of all villages in the eight districts with approximately 118,000 rural households) - covering a population of 4,72,000 persons.

Based on the profile of the households' farming activities, Farmer Interest Groups (FIG) for Jhum, Terrace/ WRC, Upland Settled, Crop Value chain, Livestock and Non land Based are created in the project villages. The objective of forming the FIGs are mainly to facilitate micro land use planning, implementing project activities in the village and monitoring. These FIGs are federated into a larger body Village Farmers Group (VFG) which will act as the overall governing body for all the FIGs created in a village.

The Project is being implemented by the *Society for Climate Resilient Agriculture in Nagaland (SoCRAN)*. More information on the Project activities can be found on www.focus.nagaland.gov.in

Objectives of the assignment:

1. Assess the FIGs on the indicators of social inclusion, empowerment and livelihoods.
2. Assess the participation of youth, women, women headed HH and persons with disability/ protracted illnesses in FIG and the level of empowerment.
3. Evaluate the sustainability of the FIG and its potential to expand its organization to larger federated bodies (FPOs, Co-operative societies)

Key areas of inquiry of Social Inclusion, Empowerment & livelihoods to be assessed:

- i. Access to the project support/ inputs- FIG revolving fund, Trainings, Pre production inputs, market,
 - Has the FIGs made inclusive efforts to take in vulnerable HH and persons (women headed HH, persons with disability)
 - Do youths, women, women headed HH, persons with disability have access to the project support/ inputs because of the association with the FIG?
 - Assess/ Analyze any incremental increase in FIG members income due to project interventions that can be attributed to the FIG activities.
 - Are the project inputs and resources such as quality seeds, revolving fund, translated into concrete results for the FIG members? What are the impact pathways? Analyze specifically for the target groups under the project

- Analyze and assess, the FIG revolving fund (and other project inputs) usages vis-à-vis FIG requirement planning.
 - What support/ intervention from the project is considered to have benefitted members of FIG the most, with specification of the target groups of FOCUS project.
 - Which improved practices of agriculture and farming are considered by FIG members as most relevant and adopted by farmers.
 - Has the FIGs accessed or carried out any marketing activity for their produces and at what levels (individual or collective?)
- ii. Participation in decision-making processes-
- Do youths, women, women headed HH, persons with disability participate in decision making processes of the FIG? To what extent has the FIGs improved women's leadership capacities. What processes are followed by the FIGs in planning? Does it involve adequate participation from members especially women members?
 - How and to what extent are the Institutions namely FIGs cater to local/ community development activities, in respect to planning and implementing activities. With special assessment on meeting the needs of the target groups of the project
 - Are there gender differences in accessing information through the FIG
 - Highlight any uniqueness (good practices) of the FIGs that has potential of scaling up
 - The FIGs and their relation with existing traditional decision-making institutions such as village councils.
- iii. Sustainability of the FIG and its potential to expand its organization to larger federated bodies (FPOs, FPC's, Co-operative societies)
- What is the current status of the group in terms of sustainability milestones- the interest level of farmers, the strength of their structure (regular meetings)
 - Does the FIG conduct planning meetings in a participatory manner and inclusive approach
 - Resource management- Does the group have alternate measures besides project support for sustaining their activities
 - Does the group members endeavor in building their capacities in farming or organizational management (discuss on the nature and number of trainings the group members attended)

Scope of the Study

The sample unit will be FIG formed under the project namely Jhum, TRC/WRC and Settled upland, Livestock and Value Chain (Crop) FIGs. The project requires a sample representation from 2 villages per district, with representation of 5 FIGs in each village. Therefore tentatively, the sample size would be about 80 FIGs. The Consultant firm shall provide a detailed survey methodology which is recognized in the academia, detailing the sampling method, survey instruments and action plan for undertaking the survey which will be submitted to the PMU within 8 calendar days of signing the contract agreement.

Sl.no	District	No. of Villages	No. of Sample Units (FIG)	Total Sample Units (FIGs)
1	Kohima + Tseminyu	3	15	

2	Phek	3	15	120
3	Zunheboto	3	15	
4	Kiphire	3	15	
5	Wokha	3	15	
6	Mokokchung	3	15	
7	Longleng	3	15	
8	Mon	3	15	

PHASING

The assignment will be undertaken in three key phases: preparation, implementation, data analysis and reporting. The assignment will be completed after the presentation of results in a workshop. The specific activities include:

A. Preparation:

- Review the FOCUS design documents and identify the key requirements for the Impact Assessment
- Review the programme log frame and identify assessment methodology required for the pre-determined indicators to be measured on the Projects Goal/Impact and Objectives/Outcome levels
- Review the results of the FOCUS Baseline Survey, as well as the relevant data collected by M&Esystem
- Identify and review available sources of secondary data; assess primary data collection requirements
- Develop an assessment plan proposing the mode of data collection, survey instruments and sampling methodology with a brief action plan.
- Prepare the questionnaires (for survey and FGD), other survey tools, and the database system for data entry. The questionnaire should be comprehensive enough to cover the indicators as outlined in the Goals/Impact and Objectives/Outcomes level of the project log frame matrix.
- Establish proper data quality procedures (i.e., avoiding duplications and controlling data integrity issues)
- Prepare an outline for the final report for the outcomes of the survey and the FGDs

B. Implementation:

- Enumerators will be assigned by the consultant along with training and the supervision of the field staff. The consultant should also dedicate one team leader for each district for effective coordination and to ensure that the enumerators follow the established guidelines and procedures
- Undertake a pilot survey in one of the selected settlements to test the methodology and questionnaire, and in discussion with relevant FOCUS project staff review the methodology/questionnaire as necessary
- Conduct field visits and manage the necessary processes for data collection and audio/video recording of FGDs. Coordinate data collection work and ensure full compliance with the data entry protocols, data privacy and protection rules, and the transcripts; the assessment process should respect ethical best practices in terms of obtaining consent from interviewees and

respecting their right to privacy

- The contract agency is responsible to make hotel/lodging & transportation arrangements within the project districts and villages and should reflect all related expenditures in the price offer.

C. Analysis

- Analyse and interpret the data/information collected using FGD, interviews taking into consideration the goal, objectives, outcome and outputs and target group of FOCUS; place emphasis on analysing the results from the viewpoint of data triangulation
- Prepare a detailed report and analysis based on the submitted outline during the preparation phase. Modify and amend the report if necessary based on the feedback from PMU.

D. Final Workshop

- The Impact Assessment results should be presented to the FOCUS staff and to the representatives of different partners and stakeholder
- The costs related to the arrangements of the workshop will be borne by the FOCUS project including the travel and hotel accommodations of the participants and the booking of the conference rooms. The consultant, however, will pay for the travel and accommodation costs of its own staff. Any necessary printed materials including brochures to be distributed during the workshop will also be covered by the consultant.

Main Deliverables- Reporting

- i. Thematic study Inception Report** – to be submitted within 8 days of the date of contract signing. This report will include a fully elaborated Impact Assessment proposal including the approach and proposed survey instruments, sampling frames and sampling methodology, interviewing method, number of FGDs and the number of participants and locations, draft questionnaires and other survey tools, data processing and analysis methodology, outline of the final report and schedule of activities.
- ii. Draft thematic study Reports** – for both interviews and FGD to be submitted and draft presented to FOCUS team for reviews and feedbacks.
- iii. Final thematic study Reports** – to be submitted after one calendar week of the date of submission of draft impact survey report. The final reports should be written in a clear and simple style, documenting the results of the Impact Assessment in accordance with the above terms of reference. The report will be written based on the submitted and approved outline during the preparation phase
- iv. Final Workshop** – The thematic report- the results should be presented to FOCUS and representatives of different partners and stakeholders.
- v. The Final thematic report** will be submitted and all reports and data collected must be provided to the project, together with copies of all questionnaires, audio/video recordings (if any), transcripts and all other relevant material and information collected or generated during the survey.

Required Qualification of the Key Staff.

A team of professionals comprising of 1 team leader, 4 field coordinators and 16 enumerators will be assigned by the consultants/ agency to carry out the survey. Four teams will be constituted comprised of 2 enumerators in each team. These teams will work under the guidance of a team leader. Any agency, having a minimum of five years' experience in the related field may apply for the contract.

Position	Desired Qualifications and Minimum Experience	Role/ Assigned task
Key Expert Development worker Nos: 1	Desired Qualification: Post graduate degree Social Work/ Social sciences, Community Development, Rural Development Desired Experience: Minimum 10 years of working experience in the field of Community development Should have undertaken 3-5 projects on similar topic	Overall Co-ordination Developing Methodology Data validation Data interpretation Data Analysis Report Preparation & presentation
Survey Co-ordinators Nos: 04	Desired Qualification: Graduate from any recognized University. Desired Experience: Minimum 3 years of working experience in the field of community development	District level Co-ordination District level data validation District level data interpretation District level data analysis District level reports
Enumerators Nos: 16	Desired Qualification: Graduate in social sciences Desired Experience: Graduate from any recognized University. Understanding rural communities and ability to conduct interactive group discussions	Field data gathering

Payment Schedule

Particulars of Activity/ Deliverables	Time line	Payment
Signing of contract and submission of Thematic assessment/analytical study Inception Report (Action plan and Methodology- survey instrument & sampling)	Time of signing of contract (TO) + 12 days	20%
Training of enumerators, field coordinator, team leader etc (as decided by the agency concern in close co-ordination with PMU, Kohima)		
Actual survey to start and complete within 10 days <ul style="list-style-type: none"> Basing on distance factor and number of villages to be covered by one survey team, the number of days may vary however the days are to be calculated as per actual. The consideration of 10 days is an average of four teams 	TO + 22 days	25%
Data tabulation, data interpretation and analysis after completion of field work. Presentation of the initial data analysis	TO + 27 days	15%
Submission of first draft thematic analytical study report	TO + 33 days	20%
Submission of final thematic analytical study report to PMU office	TO + 3 days	20%
Final workshop	TO + 37 days	
Submission of final assessment report along with all field data's.	TO + 38 days	
Total	38 days	100%

Budget

Categories	Unit	Total Man Days	Unit Rate	Total Amount
1.Remuneration	2	3	4	3 X 4
Team Leader	day			
Survey Coordinator	day			
Enumerators	day			
Subtotal remuneration (I)	weeks			
Reimbursable Expenses				
Printing, Stationaries & photocopying etc.	LS			
Local transportation costs & DA for actual survey period/Hotel accommodation and other costs.	Trip			
Training for the enumerators, field coordinator & team leader.	Day			
Publishing of report				
Workshop and Report dissemination to be borne by the project and not to be credited to the Consultants budget				50,000.00
Total Reimbursable (II)				
Total				
GST				
Total Cost (I + II+Taxes)				10,00,000.00



Part 2: Conditions of Contract



Section IX. Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

I. Introduction

1. The Fund recognizes that the prevention and mitigation of fraud and corruption in its activities and operations are core components of its development mandate and fiduciary duties. The Fund does not tolerate the diversion or waste of its resources through the practices defined in paragraph 6 below.
2. The objective of this policy is to establish the general principles, responsibilities and procedures to be applied by the Fund in preventing and addressing prohibited practices in its activities and operations.
3. This policy takes effect on the date of its issuance. It supersedes and replaces the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (EB 2005/85/R.5/Rev.1) dated 24 November 2005.

II. Policy

A. General principles

4. The Fund has no tolerance towards prohibited practices in its activities and operations. All individuals and entities listed in paragraph 7 below must take appropriate action to prevent, mitigate and combat prohibited practices when participating in an IFAD-financed and/or IFAD-managed operation or activity.
5. The Fund endeavours to ensure that individuals and entities that help to prevent or report, in good faith, allegations of prohibited practices are protected against retaliation and to protect individuals and entities that are the subject of unfair or malicious allegations.

B. Prohibited practices

6. The following practices are considered to be prohibited practices when engaged in connection with an IFAD-financed and/or IFAD-managed operation or activity:
 - (a) A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
 - (b) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
 - (c) A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
 - (d) A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party in order to improperly influence the actions of that or another party;

- (e) An “obstructive practice” is: (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund’s contractual rights of audit, inspection and access to information.

C. Scope

7. This policy applies to all IFAD-financed and/or IFAD-managed operations and activities and to the following individuals and entities:
 - (a) IFAD staff and other persons working for IFAD as non-staff personnel (“IFAD staff and non-staff personnel”);
 - (b) staff and non-staff personnel”);
 - (c) Individuals and entities holding a commercial contract with the Fund and any of their agents or personnel (“vendors”);
 - (d) Public entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“government recipients”) and private entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“non-government recipients”) (all collectively referred to as “recipients”); and
 - (e) Individuals and entities, other than those referred to above, that receive, apply to receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of proceeds from IFAD financing or financing managed by the Fund, including, but not limited to, implementing partners, service providers, contractors, suppliers, subcontractors, sub-suppliers, bidders, consultants and any of their agents or personnel. (All such individuals and entities are collectively referred to as “third parties”.)

D. Responsibilities

(i) Responsibilities of the Fund

8. The Fund endeavours to prevent, mitigate and combat prohibited practices in its operations and activities. This may include adopting and maintaining:
 - (a) Communication channels and a legal framework designed to ensure that this policy is communicated to IFAD staff and non-staff personnel, vendors, recipients and third parties and that it is reflected in procurement documents and contracts relating to IFAD-financed and/or IFAD-managed activities and operations;
 - (b) Fiduciary controls and supervisory processes designed to support adherence to this policy by IFAD staff and non-staff personnel, vendors, recipients and third parties;
 - (c) Measures relating to the receipt of confidential complaints, whistle-blower protection, investigations, sanctions and disciplinary measures which are designed to ensure that prohibited practices can be properly reported and addressed; and

- (d) Measures designed to ensure that the Fund can report individuals and entities that have been found to have engaged in prohibited practices to other multilateral organizations which may be exposed to similar actions by the same individuals and entities and to local authorities in cases where local laws may have been violated.

(ii) Responsibilities of IFAD staff and non-staff personnel, vendors and third parties

9. When participating in an IFAD-financed and/or IFAD-managed operation or activity, IFAD staff and non-staff personnel, vendors and third parties will:
 - (a) Refrain from engaging in prohibited practices;
 - (b) Participate in due diligence checks and disclose, as required, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;
 - (c) Promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;
 - (d) Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity, and by having such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund; and
 - (e) Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.
10. When participating in an IFAD-financed and/or IFAD-managed operation or activity, vendors and third parties will maintain all accounts, documents and records relating to that operation or activity for an adequate period of time, as specified in the relevant procurement documents or contract.

(iii) Responsibilities of recipients

11. When participating in an IFAD-financed and/or IFAD-managed operation or activity, recipients will take appropriate action to prevent, mitigate and combat prohibited practices. In particular, they will:
 - (a) Adopt appropriate fiduciary and administrative practices and institutional arrangements in order to ensure that the proceeds of any IFAD financing or financing managed by the Fund are used only for the purposes for which they were provided;
 - (b) During selection processes and/or prior to entering into a contractual relationship with a third party, conduct appropriate due diligence checks of the selected bidder or potential contractor, including by verifying whether the selected bidder or potential contractor is publicly debarred by any of the IFIs that are signatories to the Agreement for Mutual

Enforcement of Debarment Decisions⁶ and, if so, whether the debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions;

- (c) Take appropriate action to inform third parties and beneficiaries (defined as “persons whom the Fund intends to serve through its grants and loans”) of the present policy as well as the Fund’s confidential and secure e-mail address for the receipt of complaints concerning prohibited practices;
- (d) Include provisions in procurement documents and contracts with third parties which:
 - (i) Require third parties to disclose, in the course of a procurement process and any time thereafter, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or the execution of a contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;
 - (ii) Require third parties to promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;
 - (iii) Inform third parties of the Fund’s jurisdiction to investigate allegations and other indications of prohibited practices and to impose sanctions on third parties for such practices in connection with an IFAD-financed and/or IFAD-managed operation or activity;
 - (iv) Require third parties to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD- financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected
 - (v) by auditors and/or investigators appointed by the Fund;
 - (vi) Require third parties to maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time as agreed with the Fund;
 - (vii) Inform third parties of the Fund’s policy of unilaterally recognizing debarments imposed by other IFIs if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions; and

⁶ The Agreement for Mutual Enforcement of Debarment Decisions, dated 9 April 2010, was signed by five of the leading IFIs, namely, the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank and the World Bank Group.
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- (viii) Provide for early contract termination or suspension by the recipient if such termination or suspension is required as a consequence of a temporary suspension or sanction imposed or recognized by the Fund;
 - (e) Promptly inform the Fund of any allegations or other indications of Prohibited Practices that come to their attention;
 - (f) Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by the Fund;
 - (g) Maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time, as specified in the relevant financing agreement; and
 - (h) Maintain strict confidentiality regarding any and all information received as a consequence of their participation in an IFAD investigation or sanctioning process.
12. Where the Fund finds that prohibited practices have occurred, recipients will: (a) Take appropriate corrective measures in coordination with the Fund; and (b) Give full effect to any temporary suspension or sanction imposed or recognized by the Fund, including by not selecting a bidder, not entering into a contract or suspending or terminating a contractual relationship.
13. Prior to the implementation of an IFAD-financed and/or IFAD-managed operation or activity, government recipients will inform the Fund of the arrangements that they have made for receiving and taking action in response to allegations of fraud and corruption relating to the IFAD-financed and/or IFAD-managed operation or activity, including by designating an independent and competent local authority to be responsible for receiving, reviewing and investigating such allegations.
14. When participating in an IFAD-financed and/or IFAD-managed operation or activity, government recipients will, in consultation with the Fund, take timely and appropriate action to launch a local investigation into allegations and/or other indications of fraud and corruption relating to the IFAD-financed and/or IFAD-managed operation or activity; inform the Fund of the actions taken in any such investigation at such intervals as may be agreed upon by the recipient and the Fund on a case-by-case basis; and, upon the completion of such investigation, promptly share the findings and results thereof, including the supporting evidence, with the Fund. Government recipients will work with the Fund to coordinate any actions other than investigations that they may wish to undertake in response to an alleged or otherwise indicated prohibited practice.
15. Government recipients are encouraged to have in place, in accordance with their laws and regulations, effective whistle-blower protection measures and confidential reporting channels in order to appropriately receive and address allegations of fraud and corruption relating to IFAD-financed and/or IFAD-managed operations and activities.

E. Process

(i) Reporting

16. A designated confidential and secure e-mail address for the receipt of allegations of prohibited practices is available on the Fund's website.
17. In the event of uncertainty as to whether or not an act or omission constitutes a prohibited practice, the designated confidential and secure e-mail address may be used to seek guidance.
18. The Fund treats all reported allegations with strict confidentiality. This means that the Fund does not normally reveal the identity of a reporting party to anybody outside of the investigative, sanctioning or disciplinary process without the consent of the reporting party.
19. The Fund endeavours to provide protection from retaliation to any individuals or entities that have helped prevent or have reported to the Fund, in good faith, allegations or other indications of prohibited practices. IFAD staff and non-staff personnel are protected from retaliation under the Fund's Whistle-blower Protection Procedures.

(ii) Investigations

20. Where the Fund has reason to believe that prohibited practices may have occurred, the Fund may decide to review and investigate the matter, irrespective of any investigative actions launched or planned by the recipient.
21. The purpose of an investigation conducted by the Fund is to determine whether an individual or entity has engaged in one or more prohibited practices in connection with an IFAD-financed and/or IFAD-managed operation or activity.
22. Reviews and investigations conducted by the Fund are, inter alia:
 - (a) Strictly confidential, meaning that the Fund does not disclose to anyone outside of the investigative, sanctioning or disciplinary process any evidence or information relating to the review or investigation, including the outcome of a review or investigation, unless such disclosure is allowed under the Fund's legal framework;
 - (b) Independent, meaning that no authority is allowed to interfere with an ongoing review or investigation or to otherwise intervene in, influence or stop such a review or investigation; and
 - (c) Administrative, as opposed to criminal, in nature, meaning that reviews and investigations conducted by the Fund are governed by the Fund's rules and procedures, not by local laws.
23. The office within the Fund that is mandated to conduct reviews and investigations into alleged or otherwise indicated prohibited practices is the Office of Audit and Oversight (AUO). Without prejudice to paragraphs 9(d) and 11(f), AUO may agree not to disclose to anybody outside of AUO any evidence or information that it has obtained on the condition that such evidence or information may be used solely for the purpose of generating new evidence or information, unless the provider of the evidence or information consents.

F. Sanctions and related measures

(i) Temporary suspensions

24. During the course of an IFAD review or investigation, or pending the conclusion of a sanctioning process, the Fund may decide, at any time, to temporarily suspend payments to IFAD non-staff personnel, non-government recipients, vendors or third parties or to temporarily suspend their eligibility to participate in IFAD- financed and/or IFAD-managed operations and activities for an initial period of six (6) months, subject to a possible extension of that suspension for an additional six (6) months.
25. IFAD staff may be temporarily suspended from their duties in accordance with the applicable human resources framework.

(ii) Sanctions

26. If the Fund determines that IFAD non-staff personnel, non-government recipients, vendors or third parties have engaged in prohibited practices, the Fund may impose administrative sanctions on such individuals or entities.
27. Sanctions are imposed on the basis of: (i) the findings and evidence presented by AUO, including mitigating and exculpatory evidence; and (ii) any evidence or arguments submitted by the subject of the investigation in response to the findings presented by AUO.
28. The Fund may apply any of the following sanctions or a combination thereof:
 - (a) Debarment, which is defined as declaring an individual or entity ineligible, either indefinitely or for a stated period of time, to: (i) be awarded any IFAD- financed contract; (ii) benefit, financially or otherwise, from any IFAD- financed contract, including by being engaged as a subcontractor; and (iii) otherwise participate in the preparation or implementation of any IFAD- financed and/or IFAD-managed operation or activity;
 - (b) Debarment with conditional release, which is defined as a debarment that is terminated upon compliance with conditions set forth in the sanction decision;
 - (c) Conditional non-debarment, which is defined as requiring an individual or entity to comply with certain remedial, preventive or other measures as a condition for non-debarment on the understanding that a failure to comply with such measures within a prescribed period of time will result in an automatic debarment under the terms provided for in the sanction decision;
 - (d) Restitution, which is defined as a payment to another party or the Fund (with respect to the Fund's resources) of an amount equivalent to the amount of the diverted funds or the economic benefit obtained as a result of having engaged in a prohibited practice; and
 - (e) Letter of reprimand, which is defined as a formal letter of censure for the actions of an individual or entity which informs that individual or entity that any future violation will lead to more severe sanctions.
29. The Fund may extend the application of a sanction to any affiliate of a sanctioned party even if the affiliate has not been directly involved in the prohibited practice. An affiliate is defined as any individual or entity that is: (i) directly or indirectly controlled by the sanctioned party; (ii) under common ownership or control with the sanctioned party; or (iii) acting as an officer, employee or agent of the sanctioned party, including owners of the sanctioned party and/or those who exercise control over the sanctioned party.

30. For the purposes of IFAD-financed and/or IFAD-managed operations and activities, the Fund may consider as debarred individuals and entities that have been debarred by another IFI where: (i) that IFI is a signatory to the Agreement for Mutual Enforcement of Debarment Decisions; and (ii) such debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.⁷

(iii) Disciplinary measures

31. If the Fund finds that IFAD staff have engaged in prohibited practices, the Fund may apply disciplinary measures and may require restitution or other compensation in accordance with the applicable human resources framework.

G. Referrals and information-sharing

32. The Fund may, at any time, refer information or evidence relating to an ongoing or completed investigative, sanctioning or disciplinary process to the local authorities of a Member State. In determining whether such a referral is appropriate, the Fund takes into consideration the interests of the Fund, the affected Member States, the individuals or entities under investigation and any other persons, such as witnesses, who are involved in the case.
33. If the Fund obtains information or evidence indicating potential wrongdoing in connection with the operations and/or activities of another multilateral organization, the Fund may make such information or evidence available to the other organization for the purposes of its own investigative, sanctioning or disciplinary processes.
34. In order to facilitate and regulate the confidential exchange of information and evidence with local authorities and multilateral organizations, the Fund seeks to conclude agreements which establish the rules for such an exchange.

H. Operational responses to Prohibited Practices

(i) Rejection of an award of contract



35. The Fund may refuse to give its no-objection to the award of a contract to a third party if it determines that the third party, or any of its personnel, agents, subconsultants, subcontractors, service providers, suppliers and/or their employees, engaged in a prohibited practice while competing for the contract in question.

(ii) Declaration of misprocurement and/or ineligibility of expenditures

36. The Fund may, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that a third party or a representative of the recipient has engaged in a prohibited practice in connection with the procurement process or contract at issue and that the recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

(iii) Suspension or cancellation of loan or grant

⁷ The Fund may, in the future, decide to also recognize debarments imposed by entities that are not signatories to the Agreement for Mutual Enforcement of Debarment Decisions.



37. If the Fund determines that a recipient has not taken timely and appropriate action, satisfactory to the Fund, to address prohibited practices when they occur, the Fund may suspend or cancel, in whole or in part, the loan or grant affected by such practices.