



# ***SOCIETY FOR CLIMATE RESILIENT AGRICULTURE IN MIZORAM (SCRAM)***

## **Request for Proposals**

for

*Engagement of consulting firm for  
supervision and Quality Control of  
roads rehabilitation*

Ref No: *IND-2000001421-MIZORAM-0010-CS-FBS*

Issue date: 4<sup>th</sup> September, 2023



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## Section I. Letter of Invitation

[Aizawl, 4<sup>th</sup> September, 2023]

Invitation no. *IND-2000001421-MIZORAM-0010-CS-FBS*

Dear Sir/ Madam,

1. The Government of Mizoram through Society for Climate Resilient Agriculture in Mizoram (SCRAM) 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), Mizoram, and intends to apply part of the financing for the recruitment 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), Mizoram.

2. The client now invites proposals to provide the following consulting services: "Consulting Services for Supervision and Quality Control of road construction", contract issued and awarded by the project which includes rehabilitation of agriculture link road using GSB & concrete at three locations as under:

Lot No	Name of Road	Length
Lot 1	Thinglubul Road, Serchhip	6.4 kms
Lot 2	Mualkawi Road, Baktawng	5.6 kms
Lot 3	Lungzawl Road, E.Bungtlang	7.0 kms

More details on the services are provided in the terms of reference.

3. This request for proposal (RFP) is open for response by any interested and qualified bidders/firms which should be selected based on Fixed Budget Selection (FBS). **However, bidders/contractors/firms who had participated or in associate with firms bidding on the "Rehabilitation of Agriculture Link Road, Ref: IND-2000001421-MIZORAM-0036-W-NCB" are not eligible for this RFP.** The firm intended to response the RFP must comply to the following pre-qualification criteria:

- i. Any legal entity registered in India under relevant Act (Society/Company/Trust/Cooperative/Firms).
- ii. Should have annual average turnover of at least Rs.100 lakhs.
- iii. Should not be blacklisted by any government (central/state) entity.
- iv. Should submit a copy of registration, pan card.
- v. Should have operating office with adequate manpower in Aizawl, Mizoram.

A firm bidding for the assignment should not associate or use qualification of other firms to enhance their qualification.

4. A firm will be selected based on the evaluation of technical and financial qualification and procedures described in this RFP, in accordance with the policies detailed in the latest IFAD's Project Procurement Guidelines as approved by IFAD's Executive Board and IFAD Procurement Handbook.
5. The RFP includes the following documents:
  - Section 1 - Letter of invitation
  - Section 2 - Instructions to consultants
  - Section 3 - Technical proposal - standard forms
  - Section 4 - Financial proposal - standard forms
  - Section 5 - Terms of reference
  - Section 6 - Standard forms of contract
  - Section 7 - Forms
6. The requested proposal should be submitted no later than **22<sup>nd</sup> September, 2023; 2:00 PM (local time)**, to the below address.
7. 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.
8. The estimated indicative budget for this assignment is **INR 15,00,000.00 (Fifteen Lakh)** only.

9. Please inform us in writing upon receipt:

- (a) that you received the letter of invitation; and
- (b) whether you will submit a proposal alone (not associate with other firms).

at the following address:

*Office of the Chief Executive Officer, SCRAM &  
State Project Director, FOCUS-Mizoram  
Basement-I, ZIDCO Building,  
MINECO, Khatla, Aizawl, Mizoram- 796001  
Email: po.focusmz@gmail.com*

Issued by,

**Sd/- R. LALNUNZIRA**

*Chief Executive Officer, SCRAM*

&

*State Project Director, FOCUS-Mizoram*

## Section II. Instructions to Consultants

1. A two-envelope system is to be used (Technical Bid and Financial Bid to be separate).
2. The consultant shall not have any actual, potential or reasonably perceived conflict of interest. A consultant with an actual, potential or reasonably perceived conflict of interest shall be disqualified unless otherwise explicitly approved by the International Fund for Agricultural Development (IFAD or the Fund). A consultant, including their respective personnel and affiliates, are considered to have a conflict of interest if any of them a) has a relationship that provides them with undue or undisclosed information about or influence over the selection process and the execution of the contract, b) participates in more than one proposal under this procurement action, c) has 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 that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the expression of interest, (ii) the selection process for this procurement, or (iii) execution of the contract. The consultant has an ongoing obligation to disclose any situation of actual, potential or reasonably perceived conflict of interest during expression of interest (if any), preparation of the proposal, the selection process or the contract execution. 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 Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations<sup>1</sup>.
3. The Consultant is required to comply with the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "IFAD's Anticorruption Policy") while competing for, or in executing, the contract.
  - a. If determined that a bidder or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers, and/or the latter's personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices as defined in IFAD's Anticorruption Policy or sexual harassment, exploitation and abuse as defined in IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse<sup>2</sup> in competing for, or in executing, the contract, the proposal may be rejected or the contract may be terminated by the client.
  - b. In accordance with IFAD's Anticorruption Policy, the Fund may investigate and, when applicable, sanction entities and individuals, including by debarring them,

<sup>1</sup> The policy is accessible at [www.ifad.org/anticorruption\\_policy](http://www.ifad.org/anticorruption_policy).

<sup>2</sup> The policy is accessible at <https://www.ifad.org/en/document-detail/asset/40738506>.

either indefinitely or for a stated period of time, to participate in any IFAD-financed or IFAD-managed activity or operation. A debarment includes, *inter alia*, 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. The Fund may also unilaterally recognize eligible debarments by any of the International Financial Institutions signatories to the Agreement for Mutual Enforcement of Debarment Decisions.

- c. Bidders and any of their personnel and agents, and their sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers, and the latter's personnel and agents are required 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 this bidding process or the execution of the contract and to have such accounts, premises, records and documents audited and/or inspected by auditors and/or investigators appointed by the Fund.
  - d. Bidders have the ongoing obligation to disclose in their quotation and later in writing as may become relevant: (i) any administrative sanctions, criminal convictions or temporary suspensions of themselves or any of their key personnel or agents for corrupt, fraudulent, collusive, coercive or obstructive practices, and (ii) any commissions or fees paid or to be paid to agents or other parties in connection with this bidding process or the execution of the contract. Bidders must disclose the name and contact details of the agent or other party and the reason, amount and currency of the commission or fee paid or to be paid. Failure to comply with these disclosure obligations may lead to rejection of the proposal or termination of the contract.
  - e. Bidders shall keep all records and documents, including electronic records, relating to this selection process available for a minimum of three (3) years after notification of completion of the process or, in case the bidder is awarded the contract, execution of the contract.
4. 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.<sup>3</sup>

5. The technical proposal shall be marked "original" or "copy" as appropriate. The technical proposals shall be sent to the following address:

*Office of the Chief Executive Officer, SCRAM &  
State Project Director, FOCUS-Mizoram  
Basement-I, ZIDCO Building,  
MINECO, Khatla, Aizawl, Mizoram- 796001  
Email: po.focusmz@gmail.com*

and in one (1) original hard copy and one (1) additional hard copy. All required copies of the technical proposal are to be made from the original. If there are discrepancies between the original and the copies of the technical proposal, the original governs.

6. The original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked "technical proposal" (followed by the assignment number and name). Similarly, the original financial proposal shall be placed in a sealed envelope clearly marked "financial proposal", followed by the assignment number and name, and with a warning "do not open with the technical proposal". The envelopes containing the technical and financial proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the procurement (and assignment), and be clearly marked "do not open, except in presence of the official appointed, before 22<sup>nd</sup> September, 2023; 2:00 PM".
7. The technical proposal shall be based on the technical forms attached in section 3 including the CVs of the proposed staff.
8. The evaluation committee 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 here below:

	Points
I. Specific experience of the consultant (as a firm) relevant to the assignment:	<b>[10 points]</b>
a) Should have at least five experiences in supervision of road construction/rehabilitation (rigid pavement) under central/state government during the past five years (2017-22). [5 points]	

<sup>3</sup> The policy is accessible at <https://www.ifad.org/en/document-detail/asset/41942012>.



b) Should have experience in Quality Control undertakings on construction/rehabilitation in Mizoram or similar socio-economic conditions (hilly terrain). [5 points]

II. Adequacy and quality of the proposed methodology, and work plan in responding to the terms of reference (TOR): **[40 points]**

-Technical Approach and Methodology [10 points]

-Workplan and schedule [10 points]

-Quality Control Procedures [10 points]

-Organization and staffing [10 points]

III. Key experts' qualifications and competence for the assignment:

a) *Position K-1: Team leader [20 points]*  
*Assistant-Engineer (A.E.). B.E/B.Tech, with minimum 5 years in Civil works (Roads and Buildings).* **[20 points]**

b) *Position K-2: Site Engineer/Junior Engineer (J.E.)- Three persons [10 points each]* **[30 points]**  
*-B.E/B.Tech, with minimum 3 years in Civil works (Roads and Buildings).*

**Total points for criterion III: [50 points]**

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

1) *General qualifications (general education, training, and experience):* [20 %]

2) *Adequacy for the assignment (relevant education, training, experience in the sector/similar assignments):* [50%]

3) *Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):* [30 %]

**Total weight: 100%**

**Total points for the three criteria (I+II+III): 100**

9. A proposal shall be rejected at this stage if it does not respond to important aspects of the request for proposals (RFP), and particularly the terms of reference or if it fails to achieve the minimum technical score indicated of **70 points**.

10. The client shall evaluate the technical proposal submitted by the consultant. If the consultant secures the minimum technical score requirement, the client shall open the financial proposal and prepare the combined evaluation. In case the consultant did not score the minimum technical score requirement, the client then shall inform the consultant in writing about the technical scores and return the financial proposal unopened after obtaining approval from IFAD.

11. The financial evaluation shall be based on the financial forms attached in section 4.

12. Combined technical/financial evaluation:

“the total score is calculated by weighting the technical and financial scores and adding them as per the following:

The lowest evaluated financial proposal ( $F_m$ ) will be given the maximum financial score ( $S_f$ ) of 100 points. The financial scores ( $S_f$ ) of the other financial proposals will be computed as follows:  $S_f = 100 \times F_m / F$ , in which “ $S_f$ ” is the financial score, “ $F_m$ ” is the lowest price, and “ $F$ ” the price of the proposal under consideration.

Proposals will be ranked according to their combined technical ( $S_t$ ) and financial ( $S_f$ ) scores using the weights ( $T$  = the weight given to the technical proposal;  $P$  = the weight given to the financial proposal;  $T + P = 100$ ) [ **$T = 80$  and  $P = 20$** ].  $S = S_t \times T\% + S_f \times P\%$ . The firm achieving the highest combined technical and financial score will be invited for negotiations.

13. Notice of intent to award: after the completion of the evaluation report and having obtained all the necessary approvals 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 bid protest and the resolution of any bid 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.

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 bidding. The client shall promptly respond in writing to any unsuccessful consultant who, after receiving notification of the bidding results,

makes a written request for a debriefing or submits a bid protest as provided in the IFAD Procurement Handbook.

14. Negotiations: negotiations will be held on the following date and address:

- a. *Office of the State Project Director, FOCUS-Mizoram  
& Chief Executive Officer, SCRAM  
Basement-I, ZIDCO Building, MINECO,  
Khatla, Aizawl, Mizoram*

The invited consultant will be invited to negotiations via the notification of award (NoA). This Notification of Award is subject to successful negotiations. The consultant 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.

15. The consultant is expected to commence the assignment by *[date of signing the agreement]* and at the following address:

<b>Lot No</b>	<b>Name of Road</b>	<b>Length</b>
Lot 1	Thinglubul Road, Serchhip	6.4 kms
Lot 2	Mualkawi Road, Baktawng	5.6 kms
Lot 3	Lungzawl Road, E.Bungtlang	7.0 kms

### **Section III. Technical Proposal - Standard Forms**

- TECH-1 Technical proposal submission form
- TECH-2 Consultant's organization and experience
- TECH-3 Comments or suggestions on the terms of reference and on counterpart staff and facilities to be provided by the client
- TECH-4 Description of the approach, methodology and work plan for performing the assignment
- TECH-5 Team composition and task assignments
- TECH-6 Curriculum vitae (CV) for proposed professional staff
- TECH-7 Staffing schedule
- TECH-8 Work schedule

## Form TECH-1 Technical Proposal Submission Form

*[Location, Date]*

To:

Dear Sirs or Madams,

1. We, the undersigned, offer to provide the consulting services: "**Engagement of consulting firm for supervision and Quality Control of roads rehabilitation**" in accordance with your request for proposal dated *[insert date of issuance of RFP]* and our proposal. We are hereby submitting our proposal, which includes this technical proposal, and a financial proposal in separate envelopes.
2. 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.
3. If negotiations are held during the period of validity of the proposal, we undertake to negotiate on the basis of the proposed staff. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.
4. We undertake, if our proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the terms of reference.
5. Our proposal is open for acceptance for a period of ninety (90) days.
6. 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")<sup>4</sup>, beyond those declared in paragraph 12 of this proposal submission form.
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 or on our behalf has engaged in any prohibited practices as provided in ITC Clause 3. Further, we acknowledge and understand our obligation to report to [anticorruption@ifad.org](mailto:anticorruption@ifad.org) any allegation of prohibited practice that comes to our attention during the selection process or the contract execution.
8. 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.

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<sup>4</sup> 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/>.

9. 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. Further, we acknowledge and understand our obligation to report to [ethicsoffice@ifad.org](mailto: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.

10. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the selection 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	Currency

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

11. We declare that neither our consulting 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 ITC Clause 2 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 procurement process or contract execution.

12. The following criminal convictions, administrative sanctions (including debarments) and/or temporary suspensions have been imposed on our consulting 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 the 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".

13. We acknowledge and understand that we shall promptly inform the client about any material change regarding the information provided in this proposal submission form.
14. 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 as 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.
15. We understand you are not bound to accept any proposal that you may receive.

Yours sincerely,

Authorized signature *[In full and initials]:* \_\_\_\_\_

Name and title of signatory: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_



## Form TECH-2: Consultant's Organization and Experience

### A - Consultant's Organization

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



## B - Consultant's Experience

*[Using the format below, provide information on each assignment for which your firm, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. A separate form shall be filled for each relevant assignment]*

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:
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 of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):
Narrative description of project:	
Description of actual services provided by your staff within the assignment:	

Firm's name: \_\_\_\_\_



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

### **A - On the Terms of Reference**

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

## **B - On Counterpart Staff and Facilities**

*[Comment here on counterpart staff and facilities to be provided by the client according to terms of reference including: administrative support, office space, local transportation, equipment, data, etc.]*

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

*[Technical approach, methodology and work plan are key components of the technical proposal. You are suggested to present your technical proposal divided into the following three chapters:*

- a) technical approach and methodology,*
- b) work plan, and*
- c) organization and staffing,*

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

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

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

## Form TECH-5 Team Composition and Task Assignments

Professional staff				
Name of staff	Firm	Area of expertise	Position assigned	Task(s) assigned

## Form TECH 6: Curriculum Vitae (CV) for Proposed Professionals Staff

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

2. Name of firm *[Insert name of firm proposing the staff]:* \_\_\_\_\_  
\_\_\_\_\_

3. Name of staff *[Insert full name]:* \_\_\_\_\_

4. Date of birth: \_\_\_\_\_ Nationality: \_\_\_\_\_

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

6. Membership of professional associations: \_\_\_\_\_  
\_\_\_\_\_

7. Other training *[Indicate significant training since degrees under 5 - education were obtained]:* \_\_\_\_\_  
\_\_\_\_\_

8. Countries of work experience: *[List countries where staff has worked in the last ten years]:* \_\_\_\_\_  
\_\_\_\_\_

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

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

From *[Year]:* \_\_ To *[Year]:* \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed tasks assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work undertaken that best illustrates capability to handle the tasks assigned</b></p> <p><i>[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 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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**13. Certification:**

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

\_\_\_\_\_ Date: \_\_\_\_\_  
*[Signature of staff member or authorized representative of the staff] day/month/year*

Full name of authorized representative: \_\_\_\_\_

## Form TECH 7: Staffing Schedule<sup>5</sup>

N°	Name of staff	Staff input (in the form of a bar chart) <sup>6</sup>													Total staff-month input		
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field <sup>7</sup>	Total
<b>Foreign</b>																	
1		[Home]															
		[Field]															
2																	
3																	
n																	



<sup>5</sup> For professional staff the input should be indicated individually; for support staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

<sup>6</sup> Days are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

<sup>7</sup> Field work means work carried out at a place other than the consultant's home office.



											<b>Subtotal</b>					
<b>Local</b>																
1		[Home]														
		[Field]														
2																
n																
											<b>Subtotal</b>					
											<b>Total</b>					

 Full time input  
 Part time input

## Form TECH 8: Work Schedule

N°	Activity	Months <sup>8</sup>												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
n														

<sup>8</sup> Duration of activities shall be indicated in the form of a bar chart.



## **Section IV. Financial Proposal - Standard Forms**

FIN-1 Financial Proposal Submission Form

FIN-2 Financial Proposal

# Form FIN-1 Financial Proposal Submission Form

[Location, date]

To:

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the "*[insert title of assignment]*" in accordance with your request for proposal dated *[insert date of issuance of RFP]* and our technical proposal. Our attached financial proposal is for the sum of *[insert amount(s) in words and figures<sup>9</sup>]*. This amount is exclusive of the local taxes (such as: value added or sales tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies), which shall be identified during negotiations and shall be added to the above amount.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal, i.e. before the date indicated in paragraph 9 of the letter of invitation.

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<sup>10</sup>:

Name and address of agents	Amount and currency	Purpose of commission or gratuity
_____	_____	_____
_____	_____	_____

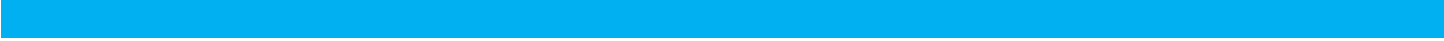
We understand you are not bound to accept any proposal that you may receive.

Yours sincerely,

Authorized signature *[In full and initials]*: \_\_\_\_\_

<sup>9</sup> Amounts must coincide with the ones indicated under total cost of financial proposal in form FIN-2.

<sup>10</sup> 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."



Name and title of signatory: \_\_\_\_\_

Name of firm: \_\_\_\_\_

Address: \_\_\_\_\_

## Form FIN-2 Financial Proposal

Sl. No.	Categories	Unit	Quantity (no. of month)	Unit rate (per month)	Total amount in INR
A	B	C	D	E	F (D x E)
<b>I</b>	<b>REMUNERATION (KEY STAFF)</b>				
1	K-1: Team Leader	Month			
<b>II</b>	<b>REMUNERATION (KEY STAFF)</b>				
	K-2: Site Engineer (3 persons)	Month			
	<b>Subtotal remuneration (I+II)</b>	<b>months</b>			

<b>III REIMBURSEMENT</b>					
Sl. No.	Categories	Unit	Quantity (no. of month)	Unit rate (per month)	Total amount in INR
A	B	C	D	E	F (D x E)
1	Subsistence allowance	Day			
2	Local transportation costs	Trip			
3	Quality Testing	Unit			
4	Communication costs (telephone, telegram, telex)	day			
5	Drafting, reproduction of reports	day			
6	Equipment: computers, etc.	day			
7					
	<b>Subtotal: reimbursement</b>				
	<b>Total Financial Proposal (I+II+III)</b>				

## Section V. Terms of Reference

### **Title: Engagement of consulting firm for supervision and Quality Control of roads rehabilitation**

#### **1. Client**

The client for this assignment is Society for Climate Resilient Agriculture in Mizoram (SCRAM). SCRAM is a registered society under Department of Agriculture, Government of Mizoram.

#### **2. Background of the project**

The Fostering Climate Resilient Upland Farming System in the Northeast (FOCUS), Mizoram was started on January, 2018 as a society under Department of Agriculture-Society for Climate Resilient Agriculture in Mizoram (SCRAM). The project is divided into three (3) components which is to be completed within 2024.

The Project components emphasis to increase the agricultural income of those targeted households in the project districts and to enhance their resilience to climate change. The FOCUS project has three components, namely,

- a) Improved Agricultural Resilience and Productivity;
- b) Value Chain and Market Access; and
- c) Project Management and Knowledge services

#### **3. Background of the assignment**

The project intends to rehabilitate agricultural link road using GSB and concrete (all weather road) covering 19 kms at Serchhip District which is divided into three (3) lots. The activity is under market access facility where the project will provide better roads for the farmers to transport their produce from farm to market. The assignment shall consist of contracts to be awarded in lots for which several contractors/firms shall participate in the bidding. The location of the sites is:

- a. Thinglubul Road is located in Serchhip District headed towards the South of the District, crossing the river Mat. The number of households benefitted from this area is 230 and the number of people benefitting from this area is 1380. The benefitted area is recognized as 450 hectares.
- b. Mualkawi Road is located in Baktawng, Serchhip District headed towards Chhingchhip village. The number of households benefitted from this area is 50 and the number of people benefitting from this area is 300. The benefitted area is recognized as 40 hectares.
- c. Lungzawl Road is located in East Bungtlang, Serchhip District headed towards the South of the District. The number of households benefitted from this area is 30 and the number of people benefitting from this area is 180. The benefitted area is recognized as 50 hectares.

Therefore, the client intends to engage a qualified consultancy firm to assist in supervision and Quality Control of the works undertaken by the contractors/firms (contract awardee). The consultant is required to provide adequate qualified manpower, tools and equipment at the site during the contract period and use its own resources to execute the assignment. Quality control measures shall be undertaken as per the guidelines of FOCUS-Mizoram (“the project”).

The consultant shall work hand in hand with the Junior Engineers of the project, guide them and provide necessary support in their supervision. The consultant is strictly prohibited to be associated with or engage with or work together with the contractors/ consultants, who is undertaking the works contract. If such situation arises, the consultant may report it in writing to the client and necessary measures shall be undertaken. If not reported and the client realize so, client may cancel the engagement and award to the next highest score bidder.

The consultant or any of its affiliates, sub-consultant, partner, etc. shall not participate in the bidding of the works contract.

## **5. Overall objectives**

The Fostering Climate Resilient Upland Farming System in the Northeast (FOCUS), Mizoram includes an overall objective to increase agricultural income of 64,500 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-Mizoram covers 300 villages in 24 circles/blocks of 6 districts in the state. The districts covered under the project are Champhai, Kolasib, Serchhip, Mamit, Khawzawl and Saitual. The project is expected to be completed by 2024.

## **6. Objectives of the assignment**

The proposed assignment is supervision and quality control of 19 kms length link road rehabilitation at Serchhip district. This project includes the construction of rigid pavement (plain cement concrete) over an existing road and it also comprise of culvert and cross drains for the passage of the stormwater and a retaining wall to support the earth pressure and avoid soil erosion.

The main objective of the proposed consulting services is to assist the Engineering Cell of FOCUS Mizoram in implementation of the project as follows:

- i) To conduct comprehensive supervision of project implementation activities carried out by the civil work Contractor ensuring complete compliance with the drawings, technical specifications and various stipulations contained in the Contract Documents.
- ii) To ensure high standards of quality assurance in the execution of work and completion of the works within stipulated time by providing testing equipment at the site.
- iii) To assist the Engineering Cell in taking remedial actions to avoid deviations, cost over runs, delays by the civil works Contractor, etc.



- iv) To ensure safety during construction.
- v) To ensure and monitor the implementation of all works included in the design of the project.

## 7. Scope of work

The scope of the assignment is to supervise and administer the civil works undertaken by the contractors at the highest level of quality and ensure that the works are implemented in accordance with the drawings, technical specifications and conditions of contract agreement. The consultant will have to install its testing equipment at the site and provide manpower at the field for day-to-day inspection. Also, "Taking any action under a civil works contract designating the consultant as "engineer/supervisor", for which action, pursuant to such civil works contract, the written approval of the client as "employer" is required."

The Consultant's responsibilities shall include, but not limited to the following:

- i) The consultant should be familiar with Technical Guidelines for link roads of Pradhan Mantri Gram Sadak Yojana (PMGSY) and shall prepare a guideline (methodology and adaptation of standards) for the project.
- ii) The consultant shall be responsible for the supervision and quality control of the roads rehabilitated by the contractors. The consultant shall also assist the Junior Engineers of the PMU and DMU on supervision and monitoring of works.
- iii) Review estimates, Bill of Quantities and design with the standards adopted and inspect the site regularly to verify the work completed and bills submitted by the contractors on a timely basis.
- iv) Reviewing the Quality Assurance Plans and Programs of the Contractor; Preparing and issuing reports as defined subsequently.
- v) Inspecting and testing all the materials and the works to ensure compliance with specifications and giving immediate notice to the Contractor in the event that such materials and works fail to comply with the specifications;
- vi) Reports on accepting or rejecting any part or parts of the completed works through the clients;
- vii) Making measurements and keeping measurement records;
- viii) Maintaining records, correspondence, and diaries;
- ix) Certifying work volume and interim certificates for progress payments;
- x) Periodically checking the remaining quantities, and undertaking constant monitoring of each contract works;

- xi) Reviewing and recommending to the Engineering Cell variation orders, extensions of time, claims, and other matters that may come from Contractors;
- xii) Negotiating with the Contractors and recommending to Engineering Cell the rates for any unscheduled items of work that may arise;
- xiii) Advising the Engineering Cell on all matters relating to the execution of the works; and assisting it in processing the Contractor's possible claims;
- xiv) Ensuring compliance with the environmental and social safeguards requirements of civil works contracts, and providing information to Engineering Cell, FOCUS on those processes in the monthly progress reports;
- xv) Conducting on-the-job or on-the-site trainings on Environmental Friendly Road Construction principles and methods for all members of the Engineering Cell, other DMU field staff and key personnel of the selected Contractors;
- xvi) Providing on-the-job or on-site advise and training to Contractors where necessary (such as when there are changes in personnel of Contractors);
- xvii) Conducting monitoring visits with the Engineering Cell to ensure proper implementation of the work;
- xviii) Prepare environmental monitoring reports on the implementation of safeguards and other social activities for review and approval by Engineering Cell and further submission to PMU for disclosure;
- xix) Undertaking project performance management system in the format acceptable to the Client;
- xx) Assisting in preparing a consolidated project completion report after the completion of Contract works;
- xxi) Checking and certifying as-built drawings for the works prepared by the Contractors;
- xxii) Providing Engineering Cell, FOCUS, Mizoram with complete records such as inception, monthly, quarterly, completion reports, etc.;
- xxiii) Conducting on-site training where required for field staff on Quality Assurance and Contract Administration;
- xxiv) Monitoring the implementation of climate change adaptation measures during the construction stage and advising field staff and the Contractor of the remedial measures as necessary;
- xxv) Introduce/incorporate new design principles for climate change resilient road and bridges;

xxvi) Develop and operate a quantitative and qualitative project performance monitoring system (PPMS) in consultation with Engineering Cell, FOCUS to monitor and evaluate the performance of the project in relation to its goals, purposes and outputs. Baseline values should be established by the Consultant in accordance with the target indicators in the Design and Monitoring Framework of the project. The values for these indicators would be measured at necessary agreed frequency during the project. Measured values of these indicators, together with relevant comments would be included in the Quarterly Progress reports and the Project completion report.

xxvii) Any other works assigned by the State Project Director, FOCUS Mizoram.

## 8. Capacity building and transfer of knowledge

The Consultant shall provide capacity building to the Engineering Cell regarding its workplan and schedule of manpower requirement.

## 9. Reports and schedule of deliverables

The consultant is required to prepare the following:

SI. No.	Deliverables	Timelines
1.	Work plan: Key milestones and monitoring plan based on the published Bid documents (incl. design and estimates), set quality control parameters, etc. and submission of report.	Within 30 days from award of contract
2.	Submit weekly report to the Junior Engineer, Serchhip District, FOCUS-Mizoram. (Report shall include materials, manpower, equipment, achievement, testing/quality, etc. Consultant shall prepare a draft reporting format to be approved by the client)	Per week (from commencement of work by contractor/firms)

## 10. Consultant's qualifications and experience

S.N.	Post	Name of Position	Qty	Key qualification and experience
1	KEY-01	Team Leader/ Assistant-Engineer (A.E.)	1	B.E/B.Tech, with minimum 5 years in Civil works (Roads and Buildings).
2	KEY-02	Site Engineer/Junior Engineer (J.E.)	3	B.E/B.Tech, with minimum 3 years in Civil works (Roads and Buildings).

## 11. Location and period of execution

Location will be the project site (Serchhip district).

***Period of execution:*** The period of engagement shall be for a period of 3 months from the date of contract signature, extendable as per requirement.

## **12. Project coordination**

The project shall be coordinated by the Deputy Director, LR,S&WC, through the Engineering Cell of FOCUS-Mizoram.

All terms of engagement relating to the consulting services shall be addressed to the Procurement Officer, FOCUS-Mizoram.

## **13. Services and facilities to be provided by client**

The client will provide the consultant with technical and project documents, arrangement of contact points at each district and necessary clearance and permission related to the project from state government.

## **14. Services and facilities to be provided by the consultant**

The consultant shall provide equipment and materials for supervision and quality control to the site and equipped the Engineering Cell with information and reports as and when necessary.

Any other activity assigned by the State Project Director.



## Section VI. Standard Forms of Contract

# Draft Contract for Consulting Services

## Engagement of consulting firm for supervision and Quality Control of roads rehabilitation

Contract No. \_\_\_\_\_

This contract (“contract”) is entered into this *[insert starting date of assignment]*, by and between **the Society for Climate Resilient Agriculture in Mizoram (SCRAM)** (“the client”) having its principal place of business at *[insert client’s address]*, and *[insert consultant’s name]* (“the consultant”) having its principal office located at *[insert consultant’s address]*. Whereas, the client wishes to have the consultant perform the services hereinafter referred to, and whereas, the consultant is willing to perform these services now therefore the parties hereby agree as follows:

- 1. Services**
- (i) The consultant shall perform the services specified in Annex A, “terms of reference and scope of services”, which is made an integral part of this contract (“the services”).
  - (ii) The consultant shall provide the personnel listed in Annex B, “consultant’s personnel”, to perform the services.
  - (iii) The consultant shall submit to the client the reports in the form and within the time periods specified in Annex C, “consultant’s reporting obligations”.

- 2. Term**
- The consultant shall perform the services during the period commencing *[please insert start date of the assignment]* and continuing through *[please insert completion date of the assignment]*, or any other period as may be subsequently agreed by the parties in writing. The contract can be terminated (i) should the consultant be performing unsatisfactorily or (ii) to the discretion of the client as defined in clause 15.

- 3. Payment**
- A. Ceiling
- For services rendered pursuant to Annex A, the client shall pay the consultant an amount not to exceed *[insert amount]* based on the financial offer attached in Annex D. This amount has been established based on the understanding that it includes all of the consultant’s costs and profits as well as any tax obligation that may be imposed on the consultant.

B. Schedule of payments

The schedule of payments is specified below:

*[Lumpsum payment based on deliverables]*

*[add if applicable: Advance payment of [insert percentage up to 10%] of the contract price against an unconditional and irrevocable bank guarantee will be made.]*

- C. Payment conditions  
 Payment shall be made in Indian currency [INR] no later than 30 days following submission by the consultant of invoices in duplicate to the coordinator designated in paragraph 4 and acceptance of the deliverables by the client.
4. **Project Administration**
- A. Coordinator.  
 The client designates **Ms. Rosy Lalmuansangi Hmar, DD, LR,S&WC** as client's coordinator; the coordinator will be responsible for the coordination of activities under this contract, for acceptance and approval of the reports and of other deliverables by the client and for receiving and approving invoices for the payment.
- B. Reports.  
 The reports listed in Annex C, "consultant's reporting obligations", shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.
5. **Performance Standards**  
 The consultant undertakes to perform the services with the highest standards of professional and ethical competence and integrity. The consultant shall promptly replace any employees assigned under this contract that the client considers unsatisfactory.
6. **Prohibition of Fraud and Corruption**
- A. The consultant shall abide by and perform the contract in compliance with the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "IFAD's Anticorruption Policy")<sup>11</sup>. Failure to comply with this policy may lead to termination of contract as set out in clause 15.
- B. In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, permanently or for a stated period of time, to participate in any IFAD-funded or IFAD-managed activity or operation (debarment). The Fund also has the right to recognize debarments by other International Financial Institutions in accordance with IFAD's Anticorruption Policy.
- C. The consultant will take appropriate measures to inform potential sub-contractors, sub-consultants, consultants, agents and any of its agents or personnel of their obligations under IFAD's Anticorruption Policy and require their compliance with this policy in connection with their involvement in competing for, or executing, this contract.

<sup>11</sup> The policy is accessible at: [www.ifad.org/anticorruption\\_policy](http://www.ifad.org/anticorruption_policy).

- D. The consultant is required to complete and sign the attached self-certification form. In particular, 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.
- E. The consultant is required 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 this contract or the relevant procurement process and to have such accounts, premises, records and documents audited and/or inspected by auditors or investigators appointed by the Fund or by the client.
- F. The consultant shall keep all records and documents, including electronic records, relating to this contract, its execution and/or the corresponding bidding process available for a minimum of three (3) years after completion of the execution of the contract.

**7. Prohibition of Sexual Harassment, Sexual Exploitation and Abuse**

The consultant expressly agrees to abide by and to perform the contract in compliance with IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse<sup>12</sup>, which is an integral part of these conditions of contract for purchase orders. The consultant shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of its personnel and subcontractors or anyone else directly or indirectly employed by the consultant or any of its subcontractors in the performance of the contract. The consultant shall immediately report to the client or IFAD any incidents of sexual harassment and sexual exploitation and abuse 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 sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.

**8. Confidentiality**

The consultant shall not, during the term of this contract and within two years after its expiration, disclose any proprietary or confidential information relating to the services, this contract or the client's business or operations without the prior written consent of the client.

**9. Ownership of Material**

Any studies, reports or other material, graphic, software or otherwise, prepared by the consultant for the client under the

<sup>12</sup> The policy is accessible at <https://www.ifad.org/en/document-detail/asset/40738506>.



	contract shall belong to and remain the property of the client. The consultant may retain a copy of such documents and software <sup>13</sup> .
<b>10. Consultant Not to be Engaged in Certain Activities</b>	The consultant agrees that, during the term of this contract and after its termination, the consultants and any entity affiliated with the consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the consulting services for the preparation or implementation of the project.
<b>11. Insurance</b>	The consultant will be responsible for taking out any appropriate insurance coverage.
<b>12. Assignment</b>	The consultant shall not assign this contract or sub-contract any portion of it without the client's prior written consent.
<b>13. Law Governing Contract and Language</b>	The contract shall be governed by the laws of India, and the language of the contract shall be English.
<b>14. Dispute Resolution<sup>14</sup></b>	Any dispute arising out of the contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the client's country.
<b>15. Termination</b>	<p>The client may terminate this contract with at least ten (10) business days prior written notice to the consultant after the occurrence of any of the events specified in paragraphs a) through e) of this clause:</p> <ul style="list-style-type: none"> <li>a) If the consultant does not remedy a failure in the performance of its obligations under the contract within seven (7) business days after being notified, or within any further period as the client may have subsequently approved in writing;</li> <li>b) If the consultant becomes insolvent or bankrupt;</li> <li>c) if the consultant or any of its personnel or agents, or its sub-contractors, sub-consultants, suppliers, or any of their agents or personnel, is found to have engaged in prohibited practices as defined in the IFAD Revised Policy on Preventing Fraud and Corruption in Its Operations and Activities<sup>15</sup> in any IFAD-funded or</li> </ul>

<sup>13</sup> Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 9.

<sup>14</sup> In case of a contract entered into with a foreign consultant, the following provision may be substituted for paragraph 14: "Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

<sup>15</sup> The policy is accessible at [www.ifad.org/anticorruption\\_policy](http://www.ifad.org/anticorruption_policy).

IFAD-managed activity or operation, including in competing for, or performing its obligations under, the contract;

- d) if the supplier is found to have engaged in acts of Sexual Harassment, Sexual Exploitation and Abuse arising out of or in connection with the performance of the contract;
- e) if the client, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

For the client

For the consultant

Signed by \_\_\_\_\_

Signed by \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



## List of Annexes

Annex A: Terms of reference and scope of services

Annex B: Consultant's personnel

Annex C: Consultant's reporting obligations

Annex D: Financial offer of the consultant

Annex E: Consultant's self-certification form

## Annex A: Terms of Reference and Scope of Services

*[Please insert terms of reference. A template is available at [www.ifad.org/project-procurement](http://www.ifad.org/project-procurement).]*



## **Annex B: Consultant's Personnel**

*[List consultant's personnel]*



## Annex C: Consultant's Reporting Obligations

*[list format, frequency, and contents of reports; persons to receive them; dates of submission; etc.]*



## Annex D: Financial Offer of the Consultant

*[insert financial offer]*

## Annex E: Consultant's Self-Certification Form

This self-certification form is to be completed by the consultant. The consultant shall submit the completed form together with the signed contract agreement to Society for Climate Resilient Agriculture in Mizoram (SCRAM). Instructions for completing this form are provided below.

Full legal name of consultant:	
Full legal name of consultant's legal representative and position:	
Full name and number of contract:	
Project with which contract was signed:	
Country:	
Date:	

I hereby certify that I am the authorized representative of *[name of the consultant]*, as well as that the information provided herein is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this self-certification may result in sanctions and remedies, including the suspension or termination of the contract between the consultant and the procuring entity, as well as the permanent ineligibility to participate in IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Project Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including **IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations** (accessible at [www.ifad.org/anticorruption\\_policy](http://www.ifad.org/anticorruption_policy)) and its **Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (accessible at <https://www.ifad.org/en/document-detail/asset/40738506>).

**Authorized signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed name of signatory:** \_\_\_\_\_



The consultant certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract.

The consultant declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")<sup>16</sup> and/or temporary suspensions have been imposed on the consultant 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".

The consultant certifies that its director(s), proprietor(s), and personnel, and the personnel of its agents, sub-consultants, sub-contractors, consortium and joint venture partners are **NOT** subject to a criminal conviction, administrative sanctions or investigations for incidents of sexual harassment and sexual exploitation and abuse.

The consultant certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:

Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract;

Do not have any actual or potential, and do not reasonably appear to have the same legal representative as another consultant for purposes of this proposal or execution of the contract;

Do not have any actual or potential, and do not 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 proposal process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;

Do not participate and do not potentially or reasonably appear to participate in more than one proposal in this process; and

Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing.

**[To be completed only if the previous boxes were not checked]**

The consultant declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund's discretion:

[provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s), agents, sub-consultants, sub-contractors, consortium or joint venture partners affected.]

The consultant certifies that **NO** gratuities, fees, commissions, gifts or anything else of value, other than those shown in the bid, have been paid or exchanged or are to be paid or exchanged with respect to the present procurement process and this contract.

**OR**

**[To be completed only if the previous box was not checked]**

The consultant declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid with respect to the present procurement process and this contract:

- [Name of Recipient/Address/Date/Reason/Amount]

- [Name of Recipient/Address/Date/Reason/Amount]

The consultant acknowledges and accepts to notify the procuring entity in the event of any material change in connection with this self-certification form throughout the duration of the contract.

<sup>16</sup> 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/>.

## **Instructions for completing the self-certification form**

The World Bank listing of ineligible firms and individuals is a searchable database that returns a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility.

**The consultant should print out, date, and attach the results page(s) to the self-certification form, which should read, “no matching records found”.**

If (a) record(s) has/have been found – i.e. the results page(s) shows one or more individuals or entities, including the consultant itself are ineligible for contracts of the World Bank on the grounds of “cross-debarment”, the consultant should provide a detailed account of these sanctions and their duration as applicable or notify the procuring entity and in case the consultant believes the finding is a “false positive”.

The procuring entity will determine whether to proceed with the contract or allow the consultant to make a substitution. This determination will be made on a case by case basis and will require approval by IFAD regardless of the estimated value of the proposed contract.

All of these documents must be retained by the consultant as part of the overall record of the contract with the procuring entity for the duration of the contract and for a minimum period of three years following the completion of the contract.



## Section VII – Forms

## 1. Notice of Intent to Award

*[Insert the date the NOITA is transmitted to consultants. The NOITA must be sent to all consultants simultaneously. This means on the same date and as close to the same time as possible.]*

For the attention of the consultant's authorized representative

Name: *[insert authorized representative's name]*

Address: *[insert authorized representative's address]*

Telephone/Fax numbers: *[insert authorized representative's telephone/fax numbers]*

Email Address: *[insert authorized representative's email address]*

**DATE OF TRANSMISSION:** *[insert date]*

**Procuring entity:** *[insert the name of the procuring entity]*

**Procurement title:** *[insert]*

**Ref no:** *[insert]*

This notice of intent to award (NOITA) notifies you of our decision to award the above contract to *[insert the successful consultant]* subject to successful negotiations.

Please note that this notice does not constitute any contract between the procuring entity and the consultant and neither establishes any legal rights or obligations for the procuring entity or consultant.

**[Important: provide the results of the evaluation and the prices of each consultant [if applicable] in this NOITA].**

Name of consultant	Points scored	proposal price	Evaluated proposal price (if applicable)
<i>[insert name]</i>	<i>[insert points]</i>	<i>[insert proposal price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert points]</i>	<i>[insert proposal price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert points]</i>	<i>[insert proposal price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert points]</i>	<i>[insert proposal price]</i>	<i>[insert evaluated price]</i>
<i>[insert name]</i>	<i>[insert points]</i>	<i>[insert proposal price]</i>	<i>[insert evaluated price]</i>

If your proposal has not been successful, you may request a debriefing in relation to the results of the evaluation of your proposal. If you decide to request a debriefing, your written request must be made within *[insert number of stated in the request for proposals and see the module M1 on debriefs in the IFAD Procurement Handbook for more information]* business days of receipt of this NOITA.

If your request for a debriefing is received within the deadline above, we will provide the debriefing within *[insert number stated in the request for proposals and see the module M1 on debriefs in the IFAD Procurement Handbook for more information]* business days of receipt of your request.

The debriefing may be in writing, by video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

The period within which you can protest the procurement proceedings lasts *[insert number stated in the request for proposals and see the module M2 on protests in the IFAD Procurement Handbook for more information]* business days after the date of transmission of this NOITA.

Yours sincerely,

Authorised Official

## 2. Bank Guarantee Form for Advance Payment

To: *[insert name of client] [insert name of contract]*

Gentlemen:

In accordance with the payment provision included in the special conditions of contract, which amends clause 3 of the contract to provide for advance payment, *[insert name and address of consultant]* (hereinafter called "the Consultant") shall deposit with the client a bank guarantee to guarantee its proper and faithful performance under the said clause of the contract in an amount of *[insert amount of guarantee in figures and words]*.

We, the *[insert bank or financial institution]*, as instructed by the Consultant, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the client on its first demand without whatsoever right of objection on our part and without its first claim to the Consultant, in the amount not exceeding *[insert amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between the client and the Consultant, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Consultant under the contract until *[insert date]*.

Yours truly,

Signature and seal of the guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*



## **Section VIII – 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 Decisions<sup>17</sup> 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

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<sup>17</sup> 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. Section VIII Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

*Consulting Services for Supervision and Quality Control of road construction-*  
Ref. No: IND-2000001421-MIZORAM-0010-CS-FBS

- 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
  - (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.<sup>18</sup>

### **(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.

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<sup>18</sup> 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.



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**

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.