



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

Request for Proposals

for

*Engagement of Agency for Conducting  
End Line Survey of FOCUS-Mizoram  
project*

**(Amendment-1)**

Ref No: *IND-2000001421-MIZORAM-0059-CS-QCBS*

Issue date: 15<sup>th</sup> March, 2024 (amended on 27<sup>th</sup> March, 2024)



Intentionally left blank

## Table of Contents

<b>Part 1 Proposal and Selection Procedures.....</b>	<b>3</b>
<b>Section I. Letter of Invitation Requesting Proposals .....</b>	<b>4</b>
<b>Section II. Instructions to Agencies.....</b>	<b>6</b>
<b>Section III. Proposal Data Sheet (PDS).....</b>	<b>34</b>
<b>Section IV. Qualification and Evaluation Criteria .....</b>	<b>37</b>
<b>Section V. A. Technical Proposal Forms .....</b>	<b>45</b>
<b>Section V. B. Financial Proposal Forms .....</b>	<b>61</b>
<b>Section VI. Terms of Reference .....</b>	<b>67</b>
<b>Part 2: Conditions of Contract .....</b>	<b>73</b>
<b>Section VII. General Conditions of Contract.....</b>	<b>76</b>
<b>Section VIII. Special Conditions of Contract .....</b>	<b>107</b>
<b>Section IX. Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations .....</b>	<b>126</b>



## **Part 1    Proposal and Selection Procedures**

## Section I. Letter of Invitation Requesting Proposals

[Aizawl, India]  
[March, 8<sup>th</sup>, 2024]

**Re: Invitation for proposal for conducting End Line Survey of FOCUS-Mizoram project**

Dear Madam/Sir,

1. The Government of Mizoram (GoM), has received financing from the International Fund for Agricultural Development (IFAD) for its society called Society for Climate Resilient Agriculture in Mizoram (SCRAM) and intends to apply a part of the financing for the execution of the consulting services assignment described in paragraph 3 below. The use of any IFAD financing shall be subject to IFAD's no-objection, 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 Fostering Climate Resilient Upland Farming System in the Northeast (FOCUS), Mizoram includes an overall objective to increase agricultural income of 55,000 households and to enhance their resilience to climate change. This would be achieved through Better Jhum Management, Value Chain Development and Project Management and through 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, Saitual and Khawzawl. The project is expected to be completed by 2024.
3. The client now invites proposals ("proposals") from eligible firms/agencies to provide the following services ("services"): **"Conducting End Line Survey of FOCUS-Mizoram project" covering all six project districts**. More details on these services are provided in the terms of reference – Section VI.
4. Unless specifically permitted in the RFP, Agencies may not associate with other shortlisted Agencies. Subject to restrictions noted in the RFP, Agencies may associate with other non-shortlisted Agencies to enhance their capacity to successfully carry out the assignment.
5. An Agency will be selected using Quality Cost Based Selection (QCBS) method evaluation procedure in accordance with the IFAD Procurement Handbook dated September, 2021, which is available at [www.ifad.org/project-procurement](http://www.ifad.org/project-procurement). The selection process, as described, may include a reference check, prior to contract award.

**The minimum qualifying criteria for this assignment are as under:**

- a. Any legal entity registered in India under relevant Act (Society/Company/Trust/Cooperative/Firms). The firm, including its partner (in case of Joint Venture or Joint Proposal) must be incorporated at least 5 years prior to the last date of submission, i.e., before FY 2019.
- b. The firm should have an annual average turnover of minimum Rs. 1.00 crore or more during last three financial years (consolidated) and preferably a positive net worth. Relevant documents viz, audited financial statements and a certificate from Chartered Accountant in support of satisfying the criteria should be submitted. This should be compliance as per requirement mentioned in Form Tech-2A.
- c. The bidder should also submit the following documents along with the bid for qualification:
  - i. Should not be insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances. (Self-declaration required)
  - ii. Should not be blacklisted by any government (central/state) entity. (Self-declaration required)
  - iii. Should submit a copy of registration and copy of pan card.

6. The RFP includes the following sections:

- i. Part 1 – Proposal and Selection Procedures
- ii. Section I Letter of Invitation Requesting Proposals (LOI)
- iii. Section II Instructions to Agencies (ITC)
- iv. Section III Proposal Data Sheet (PDS)
- v. Section IV Qualification and Evaluation Criteria
- vi. Section V A Technical Proposal Forms
- vii. Section V B Financial Proposal Forms
- viii. Section VI Terms of Reference
- ix. Part 2 – Conditions of Contract and Contract Forms
- x. Section VII Contract Agreement and General Conditions of Contract (GCC)
- xi. Section VIII Special Conditions of Contract (SCC), Annexes to Contract and Contract Forms
- xii. Section IX Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

7. A pre-proposal conference **will** be held as described in the proposal data sheet (“PDS”), Section III of this RFP.
8. Proposals must be delivered to the address and in the manner specified in the PDS ITC 20.3, 20.5 and 20.7 no later than **15<sup>th</sup> April, 2024; 2:00 PM.**
9. Agencies should be aware that distance and customs formalities may require longer than expected delivery time. Late proposals will not be accepted under any circumstances and will be returned unopened to the Agency(s).

10. Electronic proposals **shall not** be accepted. However, the Agency shall keep an electronic record of the bid submitted for any future reference requirement.

11. Upon receipt of this letter and before **29<sup>th</sup> March, 2024; 4:00 PM**, please inform us in writing, or by electronic mail, at the address shown below:

- i. that you received the request for proposals; and
- ii. whether you will submit a proposal alone or in association.

Sincerely,



**Sd/- LALENGAZAMI HAOLAI**  
*Chief Executive Officer, SCRAM*  
&  
*State Project Director,*  
*FOCUS-Mizoram*

## Section II. Instructions to Agencies

### Table of Clauses

<b>A. General</b> .....	<b>9</b>
1. Definitions .....	9
2. Scope of RFP.....	11
3. Source of funds.....	11
4. Prohibited practices.....	11
5. SECAP Performance Standards .....	14
6. Sexual Harassment, Sexual Exploitation and Abuse .....	14
7. Money laundering and Terrorist Financing .....	15
8. Qualification and Eligibility of Agencies, Joint Venture and Conflict of Interest .....	15
9. Origin of Goods and Services .....	19
<b>B. Contents of RFP</b> .....	<b>19</b>
10. Sections of RFP .....	19
11. Clarification of RFP .....	20
12. Amendment of the RFP.....	21
<b>C. Preparation of Proposals</b> .....	<b>21</b>
13. Cost of Proposal .....	21
14. Language of Proposal .....	21
15. Preparation of Proposal .....	21
16. Taxes .....	24
17. Only one Proposal .....	24
18. Currencies of Proposal.....	24
19. Period of Proposal Validity .....	24
<b>D. Submission and Opening of Proposals</b> .....	<b>24</b>
20. Sealing and Marking of Proposals.....	25
21. Deadline for Submission of Proposals.....	26
22. Late Proposals .....	27
23. Proposal Opening .....	27
<b>E. Evaluation of Proposals</b> .....	<b>27</b>
24. Confidentiality .....	27
25. Clarification of Proposals .....	27
26. Evaluation of Technical Proposals .....	27
27. Evaluation of Financial Proposals .....	28
28. Past Performance and Reference Check .....	30





**F. Award of Contract..... 31**

29. Notice of Intent to Award.....31

30. Invitation to Negotiations and proceedings.....31

31. Notice of Contract Award .....33

32. Return of Unopened Financial Proposals .....33

33. Commencement Dates .....33

## A. General

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

### 1. Definitions

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

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

responsibilities of the client and the Agency; and expected results and deliverables of the assignment.

## 2. Scope of RFP

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

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

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

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

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

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

## 3. Source of funds

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

## 4. Prohibited practices

4.1 The Fund requires that all beneficiaries of IFAD funding, including the client and any Agencies, implementing partners, service providers,

suppliers, sub-suppliers, contractors, sub-contractors, Agencies, sub-Agencies, and any of their agents (whether declared or not) and personnel observe the highest standards of ethics during the procurement and execution of such contracts, and comply with IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations, revised on 12 December 2018 and attached as Section IX of this document (EB 2018/125/R.6, hereinafter "IFAD's Anticorruption Policy").

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

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

4.3 The Fund will deny financing of a proposed contract award if it determines that the firm or individual recommended for award, or any of its personnel or agents, or its sub-Agencies, sub-contractors, service providers, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly or indirectly, engaged in any of the prohibited

practices in connection with an IFAD-financed and/or IFAD-managed activity or operation, including in competing for the contract.

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

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

4.6 Bidders, Agencies, contractors, and their sub-contractors, sub-Agencies, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected<sup>2</sup> by auditors and/or investigators appointed by the Fund.

---

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

<sup>2</sup> Inspections include all fact-finding activities deemed relevant by the Fund to address allegations or other indications of possible Prohibited Practices. Such fact-finding activities may include, but are not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data or information (whether in hard copy or electronic format) deemed relevant for the investigation or audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party

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

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

**5. SECAP Performance Standards**

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

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

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

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

6.2 Clients and Agencies shall take all appropriate measures to prevent and prohibit SH and SEA on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or

---

verifications of information. It is the responsibility of the firm or individual under inspection to ensure effective compliance with their duty to cooperate vis-à-vis any potential local laws or regulations or other potentially conflicting obligations.

any of subcontractors in the performance of the contract. Clients and Agencies shall immediately report to the client or IFAD any incidents of SH and SEA arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The client may take appropriate measures, including the termination of the contract, on the basis of proven acts of SH, SEA arising out of or in connection with the performance of the contract.

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

**7. Money laundering and Terrorist Financing**

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

**8. Qualification and Eligibility of Agencies, Joint Venture and Conflict of Interest**

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

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

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

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



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

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

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

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

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

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

the implementation of this contract. Such certification shall be provided to the client by the Agency as part of its technical proposal.

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

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

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

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

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

- a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of the Agency

(including any associates, subcontractors and any respective affiliates) provided that the Fund is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or

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

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

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

## **9. Origin of Goods and Services**

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

## **B. Contents of RFP**

## **10. Sections of RFP**

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

### Part 1 - Proposal and Selection Procedures

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

## Part 2 -Conditions of Contract and Contract Forms

- Section VII. Contract Agreement and General Conditions of Contract (GCC)
- Section VIII. Special Conditions of Contract (SCC), Annexes to Contract and Contract Forms
- Section IX. Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

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

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

### 11. Clarification of RFP

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

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

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

**12. Amendment of the RFP**

12.1 At any time prior to the deadline for submission of proposals, the client may amend this RFP by issuing addenda.

12.2 All addenda issued shall be part of this RFP, posted on the client's website, and shall be communicated in writing to all shortlisted Agencies or Agencies who have obtained the RFP directly from the client, as the case may be.

12.3 To give prospective Agencies reasonable time in which to take an addendum into account in preparing their proposals, the client may extend the deadline for the submission of proposals at its sole discretion.

### **C. Preparation of Proposals**

**13. Cost of Proposal**

13.1 The Agency shall bear all costs associated with the preparation and submission of its proposal, and the client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

**14. Language of Proposal**

14.1 If proposals are to be submitted in both English and/or any other language, it shall be so stated **in the PDS** and the English version shall govern.

**15. Preparation of Proposal**

15.1 In preparing their proposal, Agencies are expected to examine in detail the documents comprising the RFP. Failure to provide the information requested may result in rejection of a proposal.

15.2 While preparing the technical proposal, Agencies must give particular attention to the following:

(a) In the case where there has been no shortlisting of Agencies, a Agency may enhance its expertise for the assignment by associating with another Agency. In the case where a Agency is, or proposes to be, a joint venture or other association then it shall be bound by the requirements of ITC 8.3

(b) In the case where there has been shortlisting of Agencies, if a shortlisted Agency considers that it may enhance its expertise for the assignment by associating with other Agencies in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Agency(s), or (b) shortlisted Agency(s) if so indicated in the **PDS**. A shortlisted Agency must first obtain the approval of the client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Agency(s). In case of association with

non-shortlisted Agency(s), the shortlisted Agency shall act as the authorized representative of the association. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture.

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

Technical and  
Financial  
Proposal Format  
and Content

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

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

- (b) Comments and suggestions on the terms of reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including administrative support, office space, local transportation, equipment, data, etc. to be provided by the client (form TECH-6 of Section V A).
- (c) A description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the technical proposal is provided (form TECH-5 of Section V A). The work plan should be consistent with the work and deliverables schedule (form TECH-9 of Section V A) which will show in the form of a bar chart the timing proposed for each activity.
- (d) The list of the proposed key professional personnel by area of expertise, the position that would be assigned to each person, and their tasks (form TECH-8 of Section V A).
- (e) Estimates of the staff input (person-months of foreign and local professionals) needed to carry out the assignment (form TECH-8 of Section V A). The person-months input must be indicated separately for home office and field activities, and for foreign and local professional staff respectively.
- (f) CVs of the key professional personnel signed by the staff themselves and/or by the authorized representative (form TECH-10 of Section V A).
- (g) A detailed description of the proposed methodology and staffing for training, if training is identified in the **PDS** as a specific component of the assignment (form TECH-5 of Section V A).

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

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



- 16. Taxes** 16.1 GCC 19 sets forth the tax provisions of the contract. Agencies must review this clause carefully in preparing their proposals.
- 17. Only one Proposal** 17.1 Agencies shall submit only one proposal as a sole consultancy firm or as a joint venture member. If a Agency participates in more than one proposal, all such proposals shall be disqualified. However, this does not preclude the participation of the same sub-Agencies, including individual experts, in more than one proposal.
- 18. Currencies of Proposal** 18.1 Agencies must submit their financial proposals in the currency or currencies specified in the **PDS**. Agencies will be paid in the currency specified in the **PDS**.
- 19. Period of Proposal Validity** 19.1 Proposals shall remain valid for the period specified in the **PDS** after the proposal submission deadline date prescribed by the client. A proposal valid for a shorter period shall be rejected by the client as non-responsive.
- 19.2 During the period of proposal validity, Agencies shall maintain the availability of key professional personnel identified in the proposal. The client will make its best effort to complete negotiations within this period. Should the need arise, however, the client may request Agencies to extend the validity period of their proposals. This request shall be made within the original validity period of the proposal. Agencies who agree to such extension shall confirm that they maintain the availability of the key professional personnel nominated in the proposal, or in their confirmation of extension of validity of the proposal, Agencies could submit new key professional personnel in replacement. In such case, a replacement key expert shall have equal or better qualifications and experience than those of the originally proposed key expert. The technical evaluation score, however, will be based on the evaluation of the CV of the original key expert. Agencies who do not agree have the right to refuse to extend the validity of their proposals.

#### **D. Submission and Opening of Proposals**

## 20. Sealing and Marking of Proposals

20.1 The following applies to the “original” of the technical proposal, and of the financial proposal. The “original” shall contain no interlineations or overwriting, except as necessary to correct errors made by the Agencies themselves. The person signing the proposal must initial such corrections, as well as initial each page of the relevant “original”. The submission letters for the technical proposal and for the financial proposal should respectively be in the format shown in (form TECH-1) and (form FIN-1).

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

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

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

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

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

20.7 The two envelopes/parcels containing the Technical Proposal and the Financial Proposal shall then be placed into one outer envelope or carton (as appropriate) and securely sealed to prevent premature opening. This outer envelope/carton shall bear the submission address, name and address of the Agency, name of the assignment and its reference number, and be clearly marked with the statement indicated in

the **PDS** and bear the name and address of the client as stated in **PDS** ITC 20.5. The client shall not be responsible for misplacement, losing or premature opening if the outer envelope/carton is not sealed and/or marked as stipulated. This circumstance may be cause for proposal rejection.

## **21. Deadline for Submission of Proposals**

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

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

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

21.3 Proposals requested to be withdrawn shall remain unopened. No proposal may be withdrawn, substituted, or modified in the interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified in this RFP.

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

**22. Late Proposals**

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

**23. Proposal Opening**

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

**E. Evaluation of Proposals**

**24. Confidentiality**

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

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

**25. Clarification of Proposals**

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

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

**26. Evaluation of Technical Proposals**

26.1 The client's technical evaluation committee (TEC) shall evaluate the technical proposals on the basis of their responsiveness to the terms of reference, applying the evaluation criteria, sub-criteria, and point

system specified in Section IV. Each responsive proposal will be given a technical score (St). A proposal may be rejected at this stage if it does not respond to the RFP or if it fails to achieve the minimum technical score indicated in the **PDS**.

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

26.3 In case no shortlisting has taken place, the Agency’s financial capability to mobilize and sustain the services is critical and additional evidence must be provided by the Agency, if so requested by the client. In its proposal, the Agency is required to provide information on its financial and economic status unless otherwise stated in PDS ITC 15.3(a). The information required must be provided using the form TECH-2A.

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

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

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

## **27. Evaluation of Financial Proposals**

Financial  
Proposals (only  
for QBS)

27.1 Following the ranking of technical proposals, and after receiving a “no objection” from IFAD (if applicable), when selection is based on quality only (QBS), the first ranked Agency with financial records proving that it has the economic and financial ability to perform the required services as described in the respective terms of reference will be invited

to negotiate its technical and financial proposals and the contract in accordance with the instructions given under ITC clauses 29 and 30.

Financial  
Proposals (only  
for QCBS, FBS,  
LCS)

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

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

27.4 The financial evaluation of proposal prices shall take into account the taxes that will be imposed on the Agency in the borrower/recipient’s country unless otherwise indicated **in the PDS**. In time-based contracts, the client shall correct any computational errors, and in cases of a discrepancy between a partial amount and the total amount, or between words and figures the former will prevail. In addition to the above corrections, activities and items described in the technical proposal but not priced, shall be priced and added to the price of the respective Agency. Also in the case of time-based contract, where an activity or line item is quantified differently in the financial proposal from the technical proposal, the financial proposal shall be adjusted accordingly to reflect the prices and quantities specified in the technical proposal. If a lump-sum contract form is included in the RFP, the Agency is deemed to have included all prices in the Financial Proposal, so neither arithmetical

corrections nor price adjustments shall be made and the Agency will be bound to deliver the services as described in its technical proposal. If Agencies are not required to submit financial proposals in a single currency, prices shall be converted to a single currency for evaluation purposes indicated in the **PDS** using the selling rates of exchange, source and date indicated in the **PDS**.

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

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

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

## **28. Past Performance and**

28.1 The client reserves the right to check the performance references provided by the Agency or to use any other source at the client’s discretion. A negative determination by the client on the Agency’s record

**Reference  
Check**

of performance in prior contracts, especially when the invitation was based on prior list, may be a reason for disqualification of the Agency, or lowering the related evaluation score of the Agency relevant to past experience, at the discretion of the client.

**F. Award of Contract**

**29. Notice of  
Intent to  
Award**

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

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

**Protests and  
Appeals**

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

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

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

**30. Invitation to  
Negotiations  
and  
proceedings**

30.1 Upon the expiry of the period for submission of protests and appeals and when all protests and appeals have been resolved, as applicable, the client shall send an invitation to negotiations to the successful Agency. Negotiations will be held on the date and at the address indicated **in the PDS**. The invited Agency (who is invited via the notification of award) will, as a pre-requisite for attendance at the



negotiations, confirm the availability of all the key professional personnel listed in the technical proposal. Failure to confirm such personnel may result in the client proceeding to negotiate with the next-ranked Agency. Representatives conducting negotiations on behalf of the Agency must have written authority to negotiate and conclude the contract on behalf of the Agency.

Technical  
Negotiations

30.2 Negotiations will commence with a discussion of the technical proposal, including (a) proposed technical approach and methodology, (b) workplan, (c) organization and staffing, and (d) any suggestions made by the Agency to improve the terms of reference.

30.3 The client and the Agency will then finalize the terms of reference, assignment's implementation methodology including staffing schedule, work schedule, logistics, reporting and other necessary adjustments to the Agency's technical proposal. These documents will then be incorporated in the contract under "Description of Services." Special attention will be paid to clearly defining the inputs and facilities required from the client to ensure satisfactory implementation of the assignment. The client shall prepare minutes of negotiations which will be signed by the client and the Agency, and become an annex to the contract.

Financial  
Negotiations

30.4 It is the responsibility of the Agency, before starting financial negotiations, to determine the relevant local tax amount to be paid by the Agency under the contract. In no event shall the client be responsible for the payment or reimbursement of any taxes. The financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates in all selection methods except for QBS.

Availability of  
Professional  
Staff/Experts

30.5 Having selected the Agency on the basis of, among other things, an evaluation of proposed key professional personnel, the client expects to negotiate a contract on the basis of those personnel named in the technical proposal.

30.6 During contract negotiations, the client will not consider substitution of any key professional personnel unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity of one of the personnel. If this is not the case and if it is established that any key professional personnel were offered in the proposal without confirming their availability, the Agency may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate.

Conclusion of the  
Negotiations

30.7 Negotiations will conclude with a review of the draft contract and annexes, following which the client and the Agency will initial the agreed contract. If negotiations fail, the client will invite the Agency whose proposal received the second highest score to negotiate a contract.

**31. Notice of Contract Award**

31.1 Following securing IFAD no-objection to the negotiated contract, the client shall issue the notice of award to the successful Agency and sign the contract. The client shall publish on the IFAD website and at UNDB online, the results identifying the procurement, the name of the winning Agency and the price, duration, and summary scope of the contract.

**32. Return of Unopened Financial Proposals**

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

**33. Commencement Dates**

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

## Section III. Proposal Data Sheet (PDS)

General	
ITC 1.1	<p>e) “Client” <i>Society for Climate Resilient Agriculture in Mizoram (SCRAM)</i>, is the entity designated by the government to sign and manage the resulting contract.</p> <p>n) “government” means the Government of Mizoram, India.</p> <p>w) “project” means <i>Fostering Climate Resilient Upland Farming System in the Northeast (FOCUS), Mizoram</i>.</p>
ITC 2.1	The method of selection is Quality Cost Based Selection (QCBS) method with a weightage of Technical and Financial proposal in the ratio 80:20 respectively.
ITC 2.3	<p>The name of the assignment is: <i>Engagement of Agency Service for Conducting End Line Survey of FOCUS-Mizoram project</i>.</p> <p>Reference number of the assignment is: <i>IND-2000001421-MIZORAM-0059-CS-QCBS</i></p>
ITC 2.4	<p><b>A pre-proposal conference will be held at 2:00 pm (local time) on 20<sup>th</sup> March, 2024.</b></p> <p><b>Office of the State Project Director, FOCUS-Mizoram Basement-I, ZIDCO Building, MINECO, Khatla Aizawl, Mizoram- 796001</b></p> <p>Attendance is strongly advised for all prospective Agencies or their representatives but is not mandatory.</p>
ITC 2.5	<p>The client will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> <li>• <i>Baseline Survey Report of the project</i></li> <li>• <i>Questionnaire prepared by the project for the survey</i></li> <li>• <i>Constitute a project team which facilitates interaction and exchange of information between the Agency and key stakeholders</i></li> <li>• <i>Make available all program documents including project design reports, program implementation plan, operations manual, etc.</i></li> </ul>
Contents of the RFP	
ITC 3.1	The <i>Government of Mizoram</i> has received (or in appropriate cases “has applied for”) a financing from the International Fund for Agricultural Development (“the Fund”) equivalent to INR 35 million USD towards the cost of <i>Fostering Climate Resilient Upland Farming System in the Northeast (FOCUS), Mizoram</i> , and intends to apply a portion of the proceeds of this loan to eligible payments under this contract.
ITC 11.1	Clarifications may be requested by e-mail not later than <b>22<sup>nd</sup> March, 2024</b> , so that responses can be issued to all Agencies not later than <b>27<sup>th</sup> March, 2024</b> .

	The address for requesting clarifications is: <i>Office of the Chief Executive Officer, SCRAM &amp; State Project Director, FOCUS-Mizoram</i> Att.: Procurement Officer Address: Basement-I, ZIDCO Building, MINECO, Khatla, Aizawl, Mizoram- 796001 Email: po.focusmz@gmail.com
<b>Preparation of Proposals</b>	
ITC 14.1	The proposal shall be written in English.
ITC 15.2(a)	“Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Agency and a maximum of three, where one member has the authority to conduct all business for an on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the client for the performance of the contract. The evaluation of technical eligibility shall encompass the combined qualifications of the JV members, while the assessment of the financial eligibility shall pertain to any single member within the JV. Letter of intent to form JV need to be furnished to apply in consortium.
ITC 15.2(b)	NA
ITC 15.2(c)	The estimated budget for the assignment is: <b>11x3-man months (Key-staff)</b> <b>24x2-man months (non-key staff)</b>
ITC 15.2(d)	NA
ITC 15.3(a)	Information on the Agency’s financial capacity <i>is</i> required (form TECH-2A of Section V A).
ITC 15.3(g)	Training <i>is not</i> a specific component of this assignment.
ITC 18.1	The currency(ies) of the proposal shall be as follows: Indian Rupees (INR) The currency(ies) of the payment shall be as follows: Indian Rupees (INR)
ITC 19.1	Proposals must remain valid for <b>90</b> days after the deadline for the submission of proposals specified in PDS ITC 21.1.
<b>Submission and Opening of Proposals</b>	
ITC 20.2	Written power of attorney <i>is</i> required. In case of JV, JV member needs to give a power of attorney to the lead member to execute the assignment.
ITC 20.3	If submitting a hard copy: a Agency must submit one (1) original and <i>one</i> copy of the technical proposal and one original copy of the financial proposal in two separate envelopes, in the language(s) specified in PDS ITC 14.1. The copy of the technical proposal shall be an electronic copy saved on a CD, DVD or flash drive enclosed with the technical proposal.

	In case of inconsistencies, the hard copies will govern. Agencies <b>do not have</b> the option of submitting their proposals electronically. However, a soft copy in pdf format may be kept by the agency for any future reference requirement.
ITC 20.5	If submitting in hard copy, the address for the submission of proposals is:  <i>Office of the Chief Executive Officer, SCRAM &amp; State Project Director, FOCUS-Mizoram</i> Att.: Procurement Officer Address: Basement-I, ZIDCO Building, MINECO, Khatla, Aizawl, Mizoram- 796001 Email: po.focusmz@gmail.com
ITC 20.7	Ensure the outer label (or carton) of the proposal includes this statement: "Do not open before. In addition it must be addressed to the client's name and address as per ITC PDS 20.5
ITC 21.1	Proposals must be submitted no later than <b>2:00 PM IST on 15<sup>th</sup> April, 2024</b>
ITC 23.1	The proposal opening shall take place at address mentioned in ITC 20.5 on <b>15<sup>th</sup> April, 2024; 2:00 pm.</b>
<b>Evaluation of Proposals</b>	
ITC 26.1	The minimum technical score (St) required to pass is <b>75 points</b> out of 100 possible points. For detailed scoring criteria, see Section IV.
ITC 27.2	The date, hour and place for opening the Financial Envelopes of the proposals that passed the minimum technical score requirement shall be communicated in due time by the client.
ITC 27.4	Taxes payable by the Agency in the borrower/recipient's country shall be presented separately in its financial proposal and the client shall evaluate the Agency's proposal price " <b>inclusive</b> " of the taxes. The single currency used for evaluation purposes is: <b>Indian Rupees (INR)</b> The source of official selling exchange rates for evaluation purposes is: NA
ITC 27.5	The weight given to the technical proposal, T = [80] The weight given to the financial proposal, F = [20]
<b>Award of Contract</b>	
ITC 29.3	The number of days indicated in module M of the IFAD Procurement Handbook shall prevail
ITC 30.2	The expected date for contract negotiations is expected to be within <b>10</b> days after the opening of the financial proposals and will be held at address mentioned at ITC 20.5.
ITC 33.1	The expected date for commencement of the services is <i>10 days from signing of the agreement</i> and the location is all project districts namely, Champhai, Kolasib, Serchhip, Mamit, Saitual and Khawzawl.

## Section IV. Qualification and Evaluation Criteria

### 1.1 Legal Status

Each entity forming the Agency shall attach to form TECH-1 a copy of its letter of incorporation (registration), or other such document, indicating its legal status. In the event the Agency is an association of entities, the Agency shall include any other document showing that it intends to associate, or it has associated with, the other entity or entities that are jointly submitting a proposal. Each associate or member must provide the documents required in form TECH-1 as annex.

### 1.2 Financial Criteria

If required by PDS ITC 15.3(a), the Agency shall provide evidence showing that it has the sufficient financial capacity needed for this contract, as required in form TECH-2A. Each associate or member must provide the information required in TECH-2A.

### 1.3 Litigation Criteria

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

### 1.4 Evaluation Criteria

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

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

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

Criteria, sub-criteria, and point system for the evaluation of Technical Proposals.		
ITC 26.1	Criteria, sub-criteria	Points
	<p><b><u>Specific relevant experience:</u></b></p> <p>Experience of at least two assignments completed on End line survey/Household survey/Impact assessment covering minimum 4000 households of nation-wide/ inter-state/ state-wide development projects funded by Government of India /State governments/ Multilateral Funding Institutions (MFIs) other sector during the past 5 years (2020 onwards) or Externally aided projects. Preference will be given to agencies that have successfully completed at least 2 impact evaluations of externally aided projects.</p>	

(Submit a copy of work or engagement order/completion certificate/  
contract agreements which clearly indicate compliance of the above  
requirements. The same should also be indicated in the Form Tech  
1.4)

Total points for this criterion **[20 points]**

**2. Responsiveness to the ToR and proposed methodology:**

- *Approach and Methodology (10 points)*
- *Workplan (5 points)*
- *Comments on TOR (5 points)*

*(Please refer to the guidelines mentioned in Form Tech-5 and Tech-6)*

Total points for this criterion **[20 points]**

**3. Qualifications and experience of key staff**

KEY-1: Team Leader (30 points)

KEY-2: Evaluation Specialists (10 points)

KEY-3: Data Analysts (10 points)

KEY-4: Field Supervisors (10 points)

*(Refer TOR para 10 for detailed qualification requirement. Please fill  
up personal details using Form Tech-10 and a summary of team  
composition using Form Tech-7))*

Total points for this criterion **[60 points]**

**Total points for all criteria 100 points**

The minimum technical score (St) required to pass is

**[75 points]**

If none of the proposals reach or exceed the minimum technical score specified in PDS 26.1 the client reserves the right to invite the Agency receiving the highest technical score (St) to negotiate both its technical and financial proposals, subject to receiving IFAD's no-objection. If the negotiations fail to result in an acceptable contract within a reasonable time, the client reserves the right to terminate the negotiations, subject to IFAD's no-objection, and to invite—again, at its sole discretion—the Agency receiving the next highest technical score (St) to negotiate both its technical and financial proposals.

ITC 27.5

The formula for determining the financial scores is the following:

$S_f = 100 \times F_m / F$ , in which  $S_f$  is the financial score,  $F_m$  is the lowest price and  $F$  the price of the proposal under consideration.

The weights given to the technical and financial proposals are:

$T = [80\%]$  and  $F = [20\%]$ .

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the technical

proposal; F = the weight given to the financial proposal; T + F = 100%) indicated in the PDS.  $S = S_t \times T\% + S_f \times F\%$ . The consultant achieving the highest combined technical and financial score will be invited for negotiations in accordance with ITC clauses 29 and 30, after receiving a “no objection” from IFAD (if applicable) on the combined technical and financial evaluation report.



## 1.5 Qualification Table

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

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

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

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

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

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

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

## Section V. A. Technical Proposal Forms

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

<b>Form TECH-1. Technical Proposal Submission Form .....</b>	<b>46</b>
<b>Form Tech-2A . Financial Capacity of the Agency.....</b>	<b>50</b>
<b>Form TECH-2B. Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes of the Agency.....</b>	<b>51</b>
<b>Form TECH-3. Organization of the Agency.....</b>	<b>52</b>
<b>Form TECH-4. Experience of the Agency .....</b>	<b>53</b>
<b>Form TECH-5. Description of Approach, Methodology and Work Plan for Performing the Assignment 54</b>	
<b>Form TECH-6. Comments and Suggestions on the Terms of Reference &amp; Assignment 55</b>	
<b>Form TECH-7. Team Composition and Task Assignments .....</b>	<b>56</b>
<b>Form TECH-8. Staffing Schedule (Key Professional Personnel and Support Staff) ..</b>	<b>57</b>
<b>Form TECH-9. Work and Deliverables Schedule.....</b>	<b>58</b>
<b>Form TECH-10. Curriculum Vitae (CV) for Proposed Key Professional Personnel.....</b>	<b>59</b>

## Form TECH-1. Technical Proposal Submission Form

*[Location, date]*

To: The Chief Executive Officer, SCRAM  
Address: Basement-I, ZIDCO Building, MINECO, Khatla, Aizawl

Ladies and Gentlemen:

Re: *Engagement of Agency for Conducting End Line Survey of FOCUS-Mizoram project,*  
RFP Ref: *IND-2000001421-MIZORAM-0059-CS-QCBS*

1. We, the undersigned, offer to provide the services for the above-mentioned assignment in accordance with your Request for Proposal (RFP) dated *[insert date]*, any addenda issued thereto and our proposal.
2. We are hereby submitting our proposal, which includes this technical proposal, and a financial proposal, each sealed in separate and clearly marked envelope/parcel.
3. We are submitting our proposal in association with:  
  
*[insert a list with full name and address of each associated Agency, otherwise delete this clause]*
4. 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>3</sup> in accordance with ITB clause 4, beyond those declared in paragraph 12 of this technical proposal submission form.
5. We are attaching herewith information to support our eligibility in accordance with Section IV of the RFP.
6. If negotiations are held during the initial period of validity of the proposal, we undertake to negotiate on the basis of the nominated key professional personnel.
7. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations, and we undertake, if our proposal is accepted, to initiate the services related to the assignment not later than the date indicated in this RFP.

---

<sup>3</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/>.

8. 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 ITB clause 4. 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. As part of this, we certify that:

- (a) The price of our proposal has been arrived at independently, without any consultation, communication, or agreement with any other party, including another Agency or competitor, or for the purpose of restricting competition, relating to:
  - (i) those prices;
  - (ii) the intention to submit an offer; or
  - (iii) the methods or factors used to calculate the prices offered.
- (b) The prices in our proposal have not been and will not be knowingly disclosed by us, directly or indirectly, to any other Agency or competitor before the opening of the financial proposals unless otherwise explicitly required by law; and
- (c) No attempt has been made or will be made by us to induce any other Agency to submit or not to submit a proposal for the purpose of restricting competition.

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, as provided in ITB Clause 6. 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 creation of the proposal process: *[Insert complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of recipient	Address	Reason	Amount

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

11. We declare that neither our firm nor any of its directors, partners, proprietors, key personnel, agents, sub-Agencies, sub-contractors, consortium and joint venture partners have any actual, potential or perceived conflict of interest as defined in ITB



Clause 8.4 regarding this selection process or the execution of the contract. *[Insert if needed: “other than the following:” and provide a detailed account of the actual, potential or perceived conflict]*. We understand that we have an ongoing disclosure obligation on such actual, potential or perceived conflicts of interest and shall promptly inform the client and the Fund, should any such actual, potential or perceived conflicts of interest arise at any stage of the selection process or contract execution.

12. The following criminal convictions, administrative sanctions (including debarments) and/or temporary suspensions have been imposed on our firm and/or any of its directors, partners, proprietors, key personnel, agents, sub-Agencies, 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 Agency)	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 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, the termination of the contract and any other sanction as applicable under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations.
15. We understand that this proposal, together with your written preliminary acceptance thereof included in your Notification of Intent to Award, shall only constitute a binding contract between the firm and the client subject to successful negotiations and the preparation and execution of the appropriate contract.
16. 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.

17. We understand and accept without condition that any protest to the process or results of this competition process may be brought only through the procedures defined in ITC clause 29.3.
18. We understand you are not bound to accept any proposal that you may receive.

Yours sincerely,  
*[authorized signatory]*

*[name and title of  
signatory]*

*[name of Agency]*

*[address of Agency]*

Annexes:

1. Power of attorney (if required) demonstrating that the person signing has been duly authorized to sign the proposal on behalf of the Agency and its associates;
2. Letter(s) of incorporation (or other documents indicating legal status); and
3. Joint venture or association agreements or the letter of intent to enter into such a JV signed by the authorized representatives of all the members of the JV (if applicable, but without showing any financial proposal information).
4. *[Other documents required in PDS]*

## **Form Tech-2A. Financial Capacity of the Agency**

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

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

- Audited financial statements for the last three (3) years, supported by audit letters.
- Certified financial statements for the last three (3) years, supported by tax returns.
- Evidence of financing dedicated for the implementation of the services as attested by an authorized representative of the Agency.

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

If the proposal is submitted by a joint venture, all parties of the joint venture are required to submit the financial capacity information requested. The reports should be submitted in the order of the associate's significance in the joint venture, greatest to least.

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

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

*[Provide information on current or past proceedings, litigation, arbitration, action claims, investigations or disputes over the last five (5) years as shown in the form below. Each member of the JV shall fill a separate form]*

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

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

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

## **Form TECH-3.      Organization of the Agency**

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

*[Maximum 5 pages per each JV member]*

## Form TECH-4. Experience of the Agency

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

*[Each JV member shall fill a separate form]*

*[Maximum 5 related/similar assignments]*

Assignment name:	Approx. value of the contract (in current INR)
Country: Location within country:	Duration of assignment (months):
Name of client:	Total No. of staff-months of the assignment:
Email and phone of references of the client:	Provide contact information for at least three (3) references that can provide substantial input about (1) the type of work performed by you and (2) the quality of the work. For each reference, list a contact individual, their title, address, phone and e-mail address:
Client address:	Approx. value of the services provided by your firm under the contract (in current INR)
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated Agencies:
Name of associated Agencies, if any:	Name and profile of proposed senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):
Narrative description of project:	
Narrative description of the project's mobilization demands and how your firm managed that mobilization's administrative, logistical and financial requirements:	
Description of actual services provided by your staff within the assignment:	

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

## Form TECH-5. Description of Approach, Methodology and Work Plan for Performing the Assignment

In this section, the Agency should provide a comprehensive description of how it will provide the required services in accordance with the terms of reference (TOR) included in this RFP. Information provided must be sufficient to convey to the technical evaluation committee that the Agency has an understanding of the challenges in performing the required services and that it has an approach, methodology and work plan suitable to overcome those challenges. Your technical proposal should be divided into the following three (3) chapters:

- (a) Technical Approach and Methodology,
- (b) Work Plan, and
- (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. Also comment here on any specialized equipment and/or software of which may be necessary to perform the scope indicated in the terms of reference.

(b) Work plan. In this chapter, you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the client), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the work and deliverables schedule of form TECH-9.

(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.

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

*[Maximum 25 pages, including charts and diagrams]*

## Form TECH-6.      **Comments and Suggestions on the Terms of Reference & Assignment**

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

*[Maximum 5 pages]*

A:      On the terms of reference

*[Present and justify here any modifications or improvements to the terms of reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities).]*

B:      On the staff and facilities

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



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

Key Professional Personnel				
Name of Staff	Organization	Area of Expertise	Position Assigned	Task Assigned
		Monitoring and evaluation of agriculture and rural development projects.	Team Leader	
		Statistics, sampling theory	Evaluation Specialists	
		Data analysis, data cleaning, supervision of field survey.	Data Analysts	
		Data collection, data management and analysis	Field Supervisors	
		Data collection	Interviewers	

## Form TECH-8. Staffing Schedule (Key Professional Personnel and Support Staff)

		Total staff-month input						Home	Field <sup>3</sup>	Total
		1 <sup>2</sup>	2	3	4	5	N			
Local										
1	Name	[Home]								
		[Field]								
2	Name	[Home]								
		[Field]								
3	Name	[Home]								
		[Field]								
4	Name	[Home]								
		[Field]								
5	Name	[Home]								
		[Field]								
				<b>Subtotal</b>						
				<b>Total</b>						

1. For key professional personnel, the input shall be indicated individually; for support staff it shall be indicated by category (e.g.: draftsmen, clerical staff, etc.).
2. Months are counted from the start of the assignment. For each personnel, indicate separately staff input for home and field work.
3. Field work means work carried out at a place other than the Agency's home office.

Full Time		Part Time	
-----------	--	-----------	--

## Form TECH-9. Work Schedule and Deliverables Schedule

Sl. No	Task	Months			
		1	2	3	4
1	Submission of Inception Report and work plan				
3	Finalization of survey questionnaire and sampling of HHs to be surveyed				
4	Training to the Team Leader, Evaluation Specialists, Data Analysts, Field Supervisors and Interviewers				
5	Survey will be completed within 45 days				
6	Data entry, tabulation, graphs and analysis after completion of field work				
7	Completion of draft report writing and sharing				
8	Submission of final report & publication				

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

## Form TECH-10. Curriculum Vitae (CV) for Proposed Key Professional Personnel

1. Proposed Position *[only one candidate shall be nominated for each position]*
2. Name of Firm *[Insert name of firm proposing the staff]*
3. Name of Personnel *[Insert full name]*
4. Date of Birth *[Insert birth date]*
5. Nationality *[Insert nationality]*
6. Education *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]*
7. Membership in Professional Associations
8. Other Training *[Indicate appropriate postgraduate and other training]*
9. Countries of Work Experience *[List countries where staff has worked in the last ten years]*
10. Languages *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*

Language	Speaking	Reading	Writing
11. Employment Record *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]*  
 From *[month, year]*: To *[month, year]*:  
 Client:  
 Position(s) held:
12. Detailed Tasks Assigned *[List all tasks to be performed under this assignment]*
13. Work undertaken that best illustrates capability to handle the tasks assigned: *[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 12.]*

Name of assignment or project:  
 Month, Year:  
 Location:  
 Client:  
 Main project features:  
 Position held:  
 Activities performed:

14. References

*[List at least three individual references with substantial knowledge of the person's work. Include each reference's name, title, phone and e-mail contact information.] [The client reserves the right to contact other sources as well as to check references]*

15. Certifications

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged. I, the undersigned, hereby declare that I agree to participate with the *[Agency]* in the above-mentioned request for proposal. I further declare that I am able and willing to work:

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

Signature of Key  
Professional Personnel

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

Signature of Authorized Representative of the Agency

## Section V. B. Financial Proposal Forms

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

<b>Form FIN-1. Financial Proposal Submission Form .....</b>	<b>62</b>
<b>Form FIN-2. Price Summary .....</b>	<b>63</b>
<b>Form FIN-3. Breakdown of Price by Activity.....</b>	<b>64</b>
<b>Form FIN-4. Breakdown of Remuneration .....</b>	<b>65</b>
<b>Form FIN-5. Breakdown of Reimbursables.....</b>	<b>66</b>

## Form FIN-1. Financial Proposal Submission Form

[location, date]

To: [client]  
Address:

Ladies and Gentlemen:

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

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

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

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal, as indicated in paragraph ITC 19.1 of the PDS.

Commissions and gratuities paid or to be paid by us to agents relating to this proposal and contract execution, if we are awarded the contract, are listed below:<sup>5</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.  
We acknowledge that our digital/digitized signature is valid and legally binding.  
Yours sincerely,

Authorized signatory

Name and title of signatory

Name of Agency

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

<sup>5</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".

## Form FIN-2. Price Summary

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

Price<sup>1</sup>

INR

A. Remuneration:(From FIN-4)

Fees:

Taxes in borrower/recipient's country:

B. Reimbursables: (from FIN-5)

Phase 1:

Phase 2:

Total price of financial proposal

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





## **Form FIN-3. Breakdown of Price by Activity**

Not Required

## Form FIN-4. Breakdown of Remuneration

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

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

Name                                      Position                                      Person month fully loaded rate

Staff	A	B	C	D
	No. of units	No. of month	Per month salary	Amount (A*B*C)
Team Leader	1	3		
Evaluation Specialists	2	3		
Data Analysts	2	3		
Field Supervisors	6	3		
Interviewers	24	2		
	<b>TOTAL</b>			

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

## Form FIN-5. Breakdown of Reimbursables

Re: *[insert title of assignment]*

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

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

N°	Type of reimbursable expenses	Unit	Unit cost	Quantity	{Currency # as in FIN-2}
	{e.g., per diem allowances**}	{Day}			
	{e.g., flights}	{Ticket}			
	{e.g., in/out airport transportation}	{Trip}			
	{e.g., communication costs between Insert place and Insert place}	{LS}			
	{ e.g., reproduction of reports}	{LS}			
	.....				
Total costs					

**Legend:**

\*\*“Per diem allowance” is paid for each night the expert is required by the contract to be away from his/her usual place of residence. Client can set up a ceiling.

\*Type of reimbursement is just a template, the consultant may input the type of reimbursement as per its requirement.

## Section VI. Terms of Reference

### Terms of Reference (TOR)

*Title: "Endline Survey for FOCUS-Mizoram"*

*Reference: IND-2000001421-MIZORAM-0059-CS-QCBS*

#### 1. Client

The client for this assignment is Society for Climate Resilient Agriculture in Mizoram (SCRAM).

#### 2. Country background

Mizoram is one of the eight states in the North Eastern Region (NER) of India, a biodiversity hotspot where climate change adaptation is of critical importance for the largely rural population. With a hilly terrain, low population density, shallow soils and high rainfall, farmers have adopted a shifting cultivation system known as jhum. This largely self-sufficient system has adequately met the various needs of rural communities, including food, fibre and energy, but is now getting disrupted due to shortening jhum cycles as a result of increasing population, focus on high value crops for cash income, soil fertility degradation and top soil erosion on account of decreased fallow cycles. Changing climate patterns is further exacerbating these disruptive trends.

#### 3. Background on project

The International Fund for Agricultural Development (IFAD) is financing in the form of loan(s) and grant(s) to the borrower/recipient, the Republic of India for the purpose of implementing the project FOCUS (Mizoram). A financing agreement or agreements have been signed between IFAD and the borrower; the Republic of India dated 25<sup>th</sup> January 2018.

#### 4. Overall objectives of the project

The overall objective of the project is, "To increase agricultural income of 55000 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 6 (six) districts in the state. The districts covered under the project are Champhai, Kolasib, Serchhip, Mamit, Saitual and Khawzawl. The project is expected to be completed by March 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,

- i. Improved Jhum Management;
- ii. Value Chain and Market Access; and
- iii. Project Management and Knowledge services.

## 5. Background of the assignment

The End line Survey is a comprehensive household survey that is to be undertaken at the end of the project. This aims to provide information about results that has been achieved during project implementation. In particular, the End Line Survey is intended to set out to identify positive and negative changes taking place at the household level. These changes will be measured relative to the baseline study, which was conducted at the beginning of the project. The study aims to cover all 6 districts covering about 1600 households selected randomly in project areas.

## 6. Objectives of the assignment

The objective of the assignment is to conduct End Line Survey to assess what the project has done during the project period in comparison with the Baseline Survey that was conducted at the start of the project in 2019 by FAO covering four districts. The baseline survey covered 1608 randomly selected households in 180 sampled villages. During the course of the project two new districts have been incorporated into the project area. The main objective of the assignment is to evaluate the project achievements against the project targets.

The assignment will study the changes relative to the baseline survey as well as the project target which is given in the project logframe. The endline survey will study the achievement of the logframe indicators such as the outreach, output and outcome. This will include various indicators like:

- I. % of HH jhum- farming for 3 or more years continuously on single plot
- II. Number of HH reporting increase of >100% in household incomes
- III. Real increase in net farm income (in 2017 prices)
- IV. Number of trees increased at least 20 per ha in jhum plot
- V. Households reporting adoption of environmentally sustainable and climate-resilient technologies and practices
- VI. No farmers trained on better jhum and fallow management, settled agriculture and production practices and/or technologies.
- VII. Area covered (ha) under SWC, by jhum, jhum fallow, settled agriculture
- VIII. Land brought under climate-resilient practices
- IX. No of HH benefitting from support to landless

- X. Volume of spice commodities (chilly, ginger, turmeric, cardamom, etc.) traded from the spice value chain cluster (tonnes)
- XI. Number of HHs reporting adoption of good animal husbandry practices for piggery, poultry, mithun rearing, goat rearing, etc.
- XII. Households reporting an increase in production
- XIII. Rural producers' organizations reporting an increase in sales
- XIV. No participating HH in organized spice value chain
- XV. Rural producers accessing production inputs and/or technological packages
- XVI. Households reporting improved physical access to markets, processing and storage facilities
- XVII. Roads constructed, rehabilitated or upgraded

## 7. Scope of Work for End Line Survey

The households will be the unit of study in 6 project districts. At present the project has entered 6 districts covering 300 villages and for the endline, survey will be conducted at these villages. A total of 1600 households in 300 villages will be studied. Collection of primary data through a pre-defined questionnaire from selected 1600 sample households of from among the 300 project villages. Random sampling method will be used by the survey team while selecting sample households from the villages.

- i) No. and type of households/FIGs to be selected: Select equal members from jhum FIG, orchard /settled agriculture FIG (including landless FIGs), WRC/TRC FIG, livestock and value chain FIG from each sampled village. A total of 1600 households selected randomly will be surveyed in all the districts.
- ii) Selection of the sample beneficiary household will be done during the data collection process in the villages. Simple random sampling process will be followed for the selection of the sample household.
- iii) The pre-designed fixed set of questionnaires for FIG household survey, and checklists will be provided. The selected firm can add or modify the questionnaires in order to respond to the log frame indicators, as required.

Note:

- 1. Data from randomly selected 1600 households from each sample village will be collected.
- 2. Villages to be survey will be selected randomly.

## 8. Transfer of knowledge

As per the outcome of the study and report, the project shall organise a dissemination workshop with all stakeholders.

## 9. Key Qualifications and Experience of the Agency

The consultant agency should have an independent legal existence, registered under the applicable Act. [Submit proof of Registration Certificate, Articles and Memorandum of Association]. It will be evaluated based on the following experience and qualifications.

SI. No.	Description
1	The firm should have prior experience & expertise in designing experimental and quasi-experimental Impact Evaluation Designs in last 5 years. In particular, experience in randomized evaluations, quasi experiment evaluations or evaluations using statistical methods is mandatory. Preference will be given to agencies that have successfully completed at least 2 impact evaluations of externally aided projects.
2	Availability of expert team members in the firm with prior experience & expertise in designing experimental and quasi-experimental Impact Evaluation Designs in last five years. Preference will be given to agencies that have full time staff which have done impact evaluations using scientific statistical methods.
3	The firm should have a successful track record of supervising or implementing large-scale household surveys (4000 HHs) of nation-wide/ inter-state/ state-wide development projects funded by GOI or State governments other sector during the last 5 years. Preference will be given to agencies with past experience in social sector/ development project in the north eastern part of India.
4	The firm should have an annual average turnover of minimum Rs. 1.00 crore or more during last three financial years and preferably a positive net worth. Relevant documents viz, audited financial statements and a certificate from Chartered Accountant in support of satisfying the criteria should be submitted.

## 10. Estimated Professional Staff for the Survey

Sl. No	Position	Number	Area of Expertise Required	Minimum Qualifications & Professional Experience desired
1	Key staff: Team Leader	1	Monitoring and evaluation of agriculture and rural development projects.	PG in Economics/Rural Management/Agriculture Economics/Agriculture/Veterinary/Social Science with 6-8 years of experiencing in conducting rigorous quantitative evaluations.
2	Key staff: Evaluation Specialists	2	Statistics, sampling theory	P.G. in Social Work/Sciences with experience in qualitative evaluations and process evaluations with at least 4 years of work experience in relevant field.
3	Key staff: Data Analysts	2	Data analysis, data cleaning, supervision of field survey.	Degree in Economics/Statistics/Public Policy/Development Studies or a related discipline with 2–3 years' experience in data analysis or supervision of household surveys
4	Key staff: Field Supervisors	6	Data collection, data management and analysis	Graduate in Social Sciences or any graduate.
5	Non-Key Staff: Interviewers	24	Data collection	Experience in data gathering. At least completing higher secondary school.

## 11. Deliverables:

The consultants will submit the following deliverables after the completion of the assignment.

- a) Submission of final evaluation reports (soft & hard).
- b) Submission of the excel sheet where primary survey data is entered and tabulated.  
The consultant may utilize a digital device or paper-based survey method. If the



consultant uses a paper-based questionnaire, all original hard copies should also be submitted to the project as well.

c) 10 nos. of final report will be printed.

## 12. Timeline:

<b>Particulars of Activity</b>	<b>Time line</b>
Submission of Inception Report and work plan	10 days
Finalization of survey questionnaire and sampling of HHs to be surveyed	10 days
Training to the Team Leader, Evaluation Specialists, Data Analysts, Field Supervisors and Interviewers	10 days
Survey will be completed within 45 days	30 days
Data entry, tabulation, graphs and analysis after completion of field work	20 days
Completion of draft report writing and sharing	5 days
Submission of final report & publication	5 days
<b>Total</b>	<b>90 days</b>

## 13. Location and period of execution

**Location:** Aizawl, Mizoram, India

The assignment is expected to be completed within 90 days with effect from the date of signing of the contract agreement.

## 14. Project coordination

The assignment shall be coordinated by Manager (Planning, Monitoring & Evaluation), FOCUS, Mizoram and all reports and deliverables shall be addressed as under:

Office of the Chief Executive Officer, SCRAM &  
 State Project Director, FOCUS-Mizoram  
 Attn: Manager (PME)  
 Basement-I, ZIDCO Building, MINECO,  
 Khatla, Aizawl, Mizoram- 796001



## **Part 2: Conditions of Contract**

## Contract Agreement

This contract agreement (this “contract”) made as of the [day] of [month], [year], between [full legal name of the client] (the “client”), on the one part, and [full legal name of Agency] (the “Agency”), on the other part.

*[Note: If the Agency consists of more than one entity, the following should be used]*

This contract agreement (this “contract”) made as of the [day] of [month], [year], between [full legal name of the client] (the “client”), on the one part, and [full legal name of lead Agency] (the “Agency”) in [joint venture / consortium / association] with [list names of each joint venture entity], on the other part, each of which will be jointly and severally liable to the client for all of the Agency’s obligations under this contract and is deemed to be included in any reference to the term “Agency.”

### RECITALS

Whereas,

- (a) The “(name of borrower/recipient)” has received (or in appropriate cases “has applied for”) financing from the International Fund for Agricultural Development (“IFAD”) *[if there is more than one donor agency, replace with this as appropriate: the “(name of borrower/recipient)” has received (or in appropriate cases “has applied for”) a financing from the International Fund for Agricultural Development (“IFAD”) and [insert other donor] – the financing of which is being administered by IFAD]* in various currencies equivalent to \_\_\_\_\_ towards the cost of (name of project), and intends to apply a portion of the proceeds of this loan/grant to eligible payments under this contract. Payment by IFAD will be made only at the request of (name of borrower/recipient) and upon clearance by IFAD, and will be subject, in all respects, to the terms and conditions of the financing agreement between IFAD and the borrower/recipient. The financing agreement prohibits any withdrawal from the loan and/or grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of IFAD, is prohibited by a decision of the United Nations Security Council taken under chapter VII of the Charter of the United Nations. No parties other than (name of borrower/recipient) shall derive any rights from the financing agreement or have any claim to financing proceeds, and
- (b) The client has requested the Agency to provide certain services as described in annex A to this contract; and
- (c) The Agency, having represented to the client that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this contract.

Now therefore, the parties to this contract agree as follows:

1. In consideration of the payments to be made by the client to the Agency as set forth in this contract, the Agency hereby covenants with the client to perform the services in conformity in all respects with the provisions of this contract.
2. Subject to the terms of this contract, the client hereby covenants to pay the Agency, in consideration of the performance of the services, the contract price (as defined below) or such other sum as may become payable pursuant to the provisions of this contract at the times and in the manner prescribed by this contract.

In witness whereof the parties hereto have caused this contract to be executed in accordance with the laws of *[country]* as of the day, month and year first indicated above.

For <i>[full legal name of the client]</i>	For <i>[full legal name of the Agency]</i>
Signature	Signature
Name	Name
Witnessed by	Witnessed by

*[Note: If the Agency consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]*

For and on behalf of each of the members of the Agency

*[Name of member]*

\_\_\_\_\_  
*[Authorized representative]*

*[Name of member]*

\_\_\_\_\_  
*[Authorized representative]*

## Section VII. General Conditions of Contract

### Table of clauses

1. Definitions .....	78
2. Interpretations .....	80
3. Language and Law .....	80
4. Communications .....	80
5. Subcontracting .....	81
6. Prohibited Practices .....	81
7. Relationship Between the Parties.....	84
8. Location .....	84
9. Authority of Member in Charge .....	84
10. Authorized Representatives .....	84
11. Description and Approval of Personnel; Adjustments; Approval of Additional Work .....	84
12. Working Hours, Overtime, Leave, etc.....	85
13. Removal and/or Replacement of Personnel .....	86
14. Settlement of Disputes .....	87
15. Commissions and Fees.....	88
16. Entire Agreement .....	88
17. Commencement, Completion and Modification of Contract .....	88
18. Payments to Agency .....	89
19. Taxes and Duties .....	90
20. Suspension .....	91
21. Termination.....	91
22. Payment Upon Termination.....	94
23. Force Majeur.....	96
24. SECAP.....	97
25. Prohibition of Harmful Child Labor.....	97
26. Prohibition of Sexual Harassment, Sexual Exploitation and Abuse .....	98
27. Non-Discrimination and Equal Opportunity.....	98
28. Grievance Mechanism for Agency and Subcontractor Personnel.....	99
29. Standard of Performance .....	99
30. Conflict of Interest .....	99
31. Confidential Information; Rights of Use .....	100
32. Documents Prepared by the Agency to be the Property of the Client .....	101
33. Liability of the Agency .....	101
34. Insurance to be taken out by the Agency .....	102
35. Accounting, Inspection and Auditing .....	102
36. Agency's Actions Requiring the Client's Prior Approval.....	102
37. Obligations with Respect to Subcontracts .....	103
38. Use of Funds.....	103
39. Equipment, Vehicles and Materials Furnished by the Client.....	103
40. Equipment and Materials Provided by the Agency .....	103
41. Assistance and Exemptions .....	103
42. Access to Land .....	104
43. Change in the Applicable Law Related to Taxes and Duties .....	105
44. Services, Facilities and Property of the Client .....	105



45. Payment.....105  
46. Counterpart Personnel.....105  
47. Good Faith.....106  
48. Operation of the Contract.....106

## General Conditions of Contract

### 1. Definitions

1.1 The terms used in this contract and not otherwise defined have the meanings given such terms in the financing agreement or related document. Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

- (a) “Applicable Law” has the meaning given the term in the **SCC**.
- (b) “Associate” or “Member” means any entity that is a member of the association that forms the Agency. A sub-Agency is not an associate.
- (c) “Association” or “Joint Venture” means an association of entities that forms the Agency.
- (d) “Client” has the meaning given the term in the initial paragraph of the contract agreement.
- (e) “Client Country” has the meaning given the term in the **SCC**.
- (f) “Agency” has the meaning given the term in the initial paragraph of the contract agreement.
- (g) “Contract” means this agreement entered into between the client and the Agency, to provide the services, and consists of the contract agreement, these GCC, the SCC, and the annexes (each of which forms an integral part of this agreement), as the same may be amended, modified, or supplemented from time to time in accordance with the terms of this agreement.
- (h) “Contract Price” means the price to be paid for the performance of the services, in accordance with GCC sub-clause 18.1.
- (i) “Day” means a calendar day.
- (j) “Effective Date” has the meaning given the term in GCC Clause 17.2.

- (k) "Financing Agreement" has the meaning given the term in the recital clauses to the contract Agreement.
- (l) "Force Majeure" has the meaning given the term in GCC Clause 23.1.
- (m) "The Fund" or "IFAD" means the International Fund for Agricultural Development.
- (n) "GCC" means these general conditions of contract.
- (o) "Government" has the meaning given the term in the recital clauses to the contract agreement.
- (p) "Key Professional Personnel" means the personnel listed in annex D to this contract.
- (q) "Local Currency" has the meaning given the term in the **SCC**.
- (r) "Party" means the client or the Agency, as the case may be, and "Parties" means both of them.
- (s) "Personnel" means persons hired by the Agency or by any sub-Agencies and assigned to perform the services or any part thereof.
- (t) "SCC" means the special conditions of contract by which the GCC may be amended or supplemented.
- (u) "SECAP" means IFAD's Social Environmental and Climate Assessment Procedures, see <https://www.ifad.org/en/secap>.
- (v) "Services" means the activities to be performed by the Agency pursuant to this contract, as described in Annex A to this contract.
- (w) "Sub-Agency" means any person or entity to whom/which the Agency subcontracts any part of the services.
- (x) "Tax" and "Taxes" have the meanings given the terms in the financing agreement or related agreement.



## 2. Interpretations

2.1 In interpreting this contract, unless otherwise indicated:

- (i) “confirmation” means confirmation in writing;
- (ii) in writing” means communicated in written form (e.g., by mail, e-mail, or facsimile) delivered with proof of receipt;
- (iii) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular;
- (iv) the feminine means the masculine and vice versa; and
- (v) the headings are for reference only and shall not limit, alter or affect the meaning of this contract.

## 3. Language and Law

3.1 This contract has been executed in language(s) specified in the **SCC**. If the contract is executed in both English and a specified local language, the English language version shall be the binding and controlling language for all matters relating to the meaning or interpretation of this contract.

3.2 This contract, its meaning and interpretation, and the relation between the parties shall be governed by the applicable law.

## 4. Communications

4.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Subject to applicable law, any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when delivered to such party at the address specified in the **SCC**, or sent by confirmed facsimile or confirmed email, in either case if sent during normal business hours of the recipient party.

4.2 A party may change its name or address for receiving notice under this contract by giving the other party notice in writing of such change to the address specified in **SCC 4.1**.

## 5. Subcontracting

5.1 If the Agency intends to subcontract for a major item of its contracted services (deemed major if valued for more than 20% of the contract value) it shall seek the client's prior written approval of the subcontractor. Subcontracting shall not alter the Agency's obligations under this contract.

## 6. Prohibited Practices

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

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

- a) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
- b) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
- c) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- d) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;
- e) "obstructive practice" is (i) deliberately destroying, falsifying, altering or concealing

evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund's contractual rights of audit, inspection and access to information.

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

6.4 In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. This may include ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, Agency, 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.<sup>6</sup> The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.

---

<sup>6</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

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

6.6 The Agency will take appropriate measures to inform potential sub-contractors, sub-Agencies, suppliers, agents and any of its 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.

6.7 Suppliers, Agencies, contractors, and their sub-contractors, sub-Agencies, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected<sup>7</sup> by auditors and/or investigators appointed by the Fund.

6.8 The Agency 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.

6.9 If the Fund determines that the Agency, or any of its sub-contractors, sub-Agencies, suppliers, personnel or any agent or affiliate of any of them has, directly or

---

<sup>7</sup> Inspections include all fact-finding activities deemed relevant by the Fund to address allegations or other indications of possible Prohibited Practices. Such fact-finding activities may include, but are not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data or information (whether in hard copy or electronic format) deemed relevant for the investigation or audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verifications of information. It is the responsibility of the firm or individual under inspection to ensure effective compliance with their duty to cooperate vis-à-vis any potential local laws or regulations or other potentially conflicting obligations.

indirectly, engaged in prohibited practices in connection with an IFAD-financed or IFAD-managed activity or operation, including in competing for, or executing, this contract, the client may, by written notice, immediately terminate the Agency's employment under the contract and the provisions of GCC 21.1 shall apply.

6.10 The Agency shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after the execution of the contract.

## **7. Relationship Between the Parties**

7.1 Nothing contained in this contract shall be construed as establishing a relationship of master and servant or of principal and agent as between the client and the Agency. The Agency, subject to this contract, has complete charge of personnel and sub-Agencies, if any, performing the services and shall be fully responsible for the services performed by them or on their behalf in connection with this contract.

## **8. Location**

8.1 The services shall be performed at such locations as are specified in annex A to this contract and, where the location of a particular task is not so specified, at such locations, whether in the client country or elsewhere, as the client may approve.

## **9. Authority of Member in Charge**

9.1 In case the Agency consists of a joint venture or other association of more than one entity, the members hereby authorize the entity specified in the **SCC** to act on their behalf in exercising all the Agency's rights and obligations toward the client under this contract, including without limitation the receiving of instructions and payments from the client.

## **10. Authorized Representatives**

10.1 Any action required or permitted to be taken, and any document required or permitted to be executed under this contract by the client or the Agency may be taken or executed by the officials specified in the **SCC**.

## **11. Description and Approval of Personnel; Adjustments; Approval of Additional Work**

11.1 The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the services of each of the Agency's key professional personnel are described in annex C. The key professional personnel and sub-Agencies listed by title as well as by name in annex C are hereby approved by the client.

11.2 GCC sub-clause 36.1 shall apply in respect of other personnel and sub-Agencies which the Agency proposes to use in the carrying out of the services, and the Agency shall submit to the client for review and approval a copy of their curricula vitae (CVs).

11.3 Adjustments with respect to the estimated periods of engagement of key professional personnel set forth in annex C may be made by the Agency without the prior approval of the client only if (a) such adjustments shall not alter the originally estimated period of engagement of any individual by more than ten percent (10%) or one week, whichever is larger and (b) the aggregate of such adjustments shall not cause payments under this contract to exceed the contract price. The Agency shall provide written notice to the client of any such adjustments. Any other adjustments shall only be made with the client's prior written approval.

11.4 If additional work is required beyond the scope of the services specified in annex A, the estimated periods of engagement of key professional personnel set forth in annex C may be increased by agreement in writing between the client and the Agency. In a case in which such additional work would result in payments under this contract exceeding the contract price, such additional work and payments will be explicitly described in the agreement and shall be subject in all respects to the provisions of GCC sub-clauses 17.4, 17.5 and 18.4.

Resident Project Manager

11.5 If required by the **SCC**, the Agency shall ensure that at all times during the Agency's performance of the services in the client country, a resident project manager, acceptable to the client, shall take charge of the performance of such services.

**12. Working Hours, Overtime, Leave, etc.**

12.1 Working hours and holidays for key professional personnel are set forth in annex C. To account for travel time, foreign personnel carrying out services inside the client country shall be deemed to have commenced, or finished work in respect of the services such number of days before their arrival in, or after their departure from the client country as is specified in annex C.

12.2 The Agency and personnel shall not be entitled to reimbursement for overtime nor to take paid sick leave or vacation leave except as specified in annex C, and except

as specified in annex C, the Agency's remuneration shall be deemed to cover these items. All leave to be allowed to the personnel is included in the staff-months of service set forth in annex C. Any taking of leave by personnel shall be subject to the prior approval by the Agency who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the services.

Engagement of Staff and Labor

12.3 The Agency shall adopt and implement human resources policies and procedures appropriate to its size and workforce that set out its approach to managing the personnel. At a minimum, the Agency shall provide all its personnel with documented information that is clear and understandable regarding their rights under all the applicable laws regarding labor and any applicable collective agreements, including their rights related to their employment, health, safety, welfare, immigration and emigration upon beginning the working relationship and when any material changes occur.

12.4 The Agency shall ensure that the employment terms and conditions of migrant workers are not influenced by their migrant status.

12.5 The Agency shall be responsible for monitoring compliance of sub-Agencies to the labor and working conditions outlined in the IFC performance standards in force from time to time.

Facilities for Staff and Labor

12.6 Where accommodation or welfare facilities are provided to personnel, the Agency shall put in place and implement policies on the quality and management of such accommodation and the provision of such welfare facilities (including as regards minimum space, supply of water, adequate sewage and garbage disposal systems, appropriate protection against heat, cold, damp, noise, fire and disease carrying animals, adequate sanitary and washing facilities, ventilation, cooking and storage facilities and natural and artificial lighting, and all reasonable precautions to maintain the health and safety of the personnel). The accommodation and welfare facilities shall be provided in a manner consistent with the principles of non-discrimination and equal opportunity.

**13. Removal and/or Replacement of Personnel**

13.1 Except as the client may otherwise agree, no changes shall be made in the key professional personnel. If, for any reason beyond the reasonable control of the

Agency, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the key professional personnel, the Agency shall, subject to GCC sub-clause 36.1(a), provide as a replacement a person of equivalent or better qualifications.

13.2 If the client (a) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action, or (b) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the Agency shall, at the client's written request specifying the grounds therefore and subject to GCC sub-clause 36.1(a), provide as a replacement a person with qualifications and experience acceptable to the client.

13.3 The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of personnel.

13.4 The Agency shall provide a grievance mechanism for personnel to raise workplace concerns. The Agency shall inform the workers of the grievance mechanism at the time of recruitment and make it easily accessible to them. The mechanism should involve an appropriate level of management and address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned, without any retribution. The mechanism should also allow for anonymous complaints to be raised and addressed. The mechanism should not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements.

## **14. Settlement of Disputes**

### **Amicable Settlement**

14.1 The parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of this contract and the success of the assignment. The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this contract or its interpretation.

### **Dispute Resolution**

14.2 Any dispute between the parties as to matters arising pursuant to this contract that cannot be settled



amicably within thirty (30) days after the receipt by one party of the other party's request for such amicable settlement may be submitted by either party for settlement in accordance with the provisions specified in the **SCC**.

## 15. Commissions and Fees

15.1 The Agency shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution and performance of this contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

## 16. Entire Agreement

16.1 This contract contains all of the covenants, stipulations and provisions agreed to by the parties. No agent or representative of either party has the authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth in this contract.

## 17. Commencement, Completion and Modification of Contract

### Contract Entry into Force

17.1 This contract shall come into full force, and be legally binding on the parties in all respects, on the date this contract is signed by the parties or such other date as may be stated in the **SCC**.

### Effective Date and Commencement of Services

17.2 The Agency shall commence the services on the date specified in the **SCC**, which shall be defined as the "effective date."

### Expiration of Contract

17.3 Unless terminated earlier pursuant to GCC clause 21, this contract shall expire at the end of such time period after the effective date as specified in the **SCC**.

### Modifications or Variations

17.4 Any modification or variation of the terms and conditions of this contract, including any modification or variation of the scope of the services, may only be made by written agreement between the parties. Pursuant to GCC sub-clause 48.1, however, each party shall give due consideration to any proposals for modification or variation made by the other party.

### Substantial Modifications

17.5 In cases of any of the below, the prior written consent of IFAD is required:

- (a) the contract value of a contract that did not require prior review (under the provisions of the IFAD Project Procurement Guidelines, IFAD Procurement Handbook or Letter to the Borrower/Recipient) is raised to a value that would require IFAD's prior review;
- (b) the original contract duration is extended by 25% or more, or
- (c) the original value of the contract is increased by ten percent (10%) or more. Once the 10% contract threshold for modifications or change orders has been reached, any subsequent contract modification or change order that individually or collectively would exceed 3% of the original contract value shall also require IFAD's no-objection.

## 18. Payments to Agency

### Contract Price

18.1 Except as provided in GCC sub-clause 18.5, the total payment due to the Agency shall not exceed the contract price set forth in the **SCC** (as may be adjusted in accordance with the terms of the SCC). The contract price is an all-inclusive fixed-price covering all costs required to provide the services in accordance with the terms of this contract. The contract price may only be increased above the amounts stated in the SCC (including, without limitation, pursuant to the terms of GCC sub-clauses 11.4, 44.2 and 46.2) if the parties have agreed to additional payments in accordance with GCC sub-clauses 17.4, 17.5 and 18.4.

### Currency of Payment

18.2 The currency in which payments shall be made to the Agency under this contract shall be that in which the price of the proposal is expressed.

### Terms, Condition and Mode of Billing and Payment

18.3 Payments will be made to the account of the Agency and according to the payment schedule stated in **SCC 18.1** and against an invoice. An advance payment of up to 10% of the contract price can be made against an unconditional and irrevocable bank guarantee if so specified in the **SCC**. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Agency has submitted an invoice

to the client specifying the amount. In all cases, invoices shall be delivered to the client no later than thirty (30) days prior to the requested payment date and will not be deemed delivered until they are in form and substance satisfactory to the client. Payments will be made to the Agency within thirty (30) days of the date of receipt by the client of a valid and proper invoice or the date of the client's acceptance of required deliverables (e.g. the delivery of reports), whichever is later. The Agency shall comply with any other instructions related to payment as may be reasonably requested by the client.

Payment for Additional Services 18.4 For the purposes of determining the remuneration due for additional services as may be granted under GCC sub-clause 17.4, a breakdown of the contract price is provided in annexes D and E.

Interest on Delayed Payments 18.5 If the client has delayed payments beyond thirty (30) days after the payment date determined in accordance with GCC sub-clause 18.3, interest shall be paid to the Agency for each day of delay at the rate stated in the **SCC**.

## 19. Taxes and Duties

19.1 The regulation and applicability of taxes to this contract are specified in the **SCC**.

19.2 The Agency, the sub-Agencies and their respective personnel, and their eligible dependents, shall follow the usual customs procedures of the client country in importing property into the client country.

19.3 If the Agency, the sub-Agencies or any of their respective personnel, or their eligible dependents, do not withdraw, but dispose of any property in the client country upon which customs duties or other taxes have been exempted, the Agency, the sub-Agencies or such personnel, as the case may be, (i) shall bear such customs duties and other taxes in conformity with applicable law, or (ii) shall reimburse such customs duties and taxes to the client if such customs duties and taxes were paid by the client at the time the property in question was brought into the client country.

19.4 Without prejudice to the rights of the Agency under this clause, the Agency, the sub-Agencies and their respective personnel will take reasonable steps as requested by the client or the government with respect to

the determination of the tax status described in this GCC clause 19.

If the Agency is required to pay taxes that are exempt under the financing agreement or a related agreement, the Agency shall promptly notify the client (or such agent or representative designated by the client) of any taxes paid, and the Agency shall cooperate with, and take such actions as may be requested by the client, IFAD, or either of their agents or representatives, in seeking the prompt and proper reimbursement of such taxes.

19.6 The client shall use reasonable efforts to ensure that the government provides the Agency, the sub-Agencies, and their respective personnel the exemptions from taxation applicable to such persons or entities, in accordance with the terms of the financing agreement or related agreements. If the client fails to comply with its obligations under this paragraph, the Agency shall have the right to terminate this contract in accordance with GCC sub-clause 21.2(d).

## **20.Suspension**

20.1 The client may, by giving thirty (30) days' written notice to the Agency, suspend all payments to the Agency under this contract if the Agency fails to perform any of its obligations under this contract, including the carrying out of the services, provided that such notice of suspension (a) shall specify the nature of the failure, and (b) shall request the Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

## **21.Termination**

### **By the Client**

21.1 Without prejudice to any other remedies that may be available to it for breach of this contract, the client may, upon written notice to the Agency, terminate this contract in case of the occurrence of any of the events specified in sub-paragraphs (a) through (j) of this GCC sub-clause 21.1, and in the case of the occurrence of any of the events specified in paragraphs (i) or (j) of this GCC sub-clause 21.1, the client may suspend this contract.

(a) If the Agency, in the judgment of the client or IFAD, fails to perform its obligations relating to the use of funds. Termination under this provision shall (i) become effective immediately upon delivery of the

notice of termination and (ii) require that the Agency repay any and all funds so misused within a maximum of thirty (30) days after termination.

- (b) If the Agency does not remedy a failure in the performance of its obligations under this contract (other than failure to perform obligations relating to use of funds as set forth in GCC sub-clause 21.1(a) of this contract, which such failure shall not be entitled to a cure period) within thirty (30) days after delivery of the notice of termination or within any further period of time approved in writing by the client. Termination under this provision shall become effective immediately upon the expiration of the thirty (30) days (or such further period as may have been approved by the client) or on such later date as may be specified by the client.
- (c) If the Agency (or any member or sub-Agency) becomes insolvent or bankrupt, and/or fails to exist or is dissolved. Termination under this provision shall become effective immediately upon delivery of the notice of termination or on such other date as may be specified by the client in such notice of termination.
- (d) If the Fund determines that the supplier, or any of its sub-contractors, sub-Agencies, suppliers, personnel or any agent or affiliate of any of them has, directly or indirectly, engaged in prohibited practices pursuant to GCC 6. Termination under this provision shall become effective immediately upon delivery of the notice of termination.
- (e) If the purchaser becomes aware of any proven acts of sexual harassment, sexual exploitation and abuse by the Agency and/or its personnel, directly or through an agent, pursuant to GCC 26.
- (f) If, as the result of an event of force majeure, the Agency is unable to perform a material portion of the services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the client.

- (g) If the client, in its sole discretion and for any reason whatsoever, decides to terminate this contract. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the client.
- (h) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to GCC clause 14. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination or on such later date as may be specified by the client.
- (i) If the financing agreement expires, is suspended or terminates in whole or in part in accordance with the terms of the financing agreement. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this contract is suspended pursuant to this GCC sub-clause 21.1(i), the Agency has an obligation to mitigate all expenses, damages and losses to the client during the period of the suspension.
- (j) If an event has occurred that would be grounds for suspension or termination under applicable law. Suspension or termination under this provision shall become effective immediately upon delivery of the notice of suspension or termination, as the case may be, in accordance with the terms of the notice. If this contract is suspended pursuant to this GCC sub-clause 21.1(j), the Agency has an obligation to mitigate all expenses, damages and losses to the client during the period of the suspension.

By the Agency

21.2 The Agency may terminate this contract, upon written notice to the client in accordance with the time periods specified below, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this GCC sub-clause 21.2.

- (a) If the client fails to pay any money due to the Agency pursuant to this contract that is not otherwise subject to dispute pursuant to GCC

clause 14 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the payment that is the subject of such notice of termination is made by the client to the Agency within such thirty (30) days.

- (b) If, as the result of an event of force majeure, the Agency is unable to perform a material portion of the services for a period of not less than sixty (60) days. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (c) If the client fails to comply with any final decision reached as a result of arbitration pursuant to GCC clause 14. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.
- (d) If the Agency does not receive a reimbursement of any taxes that are exempt under the financing agreement within one hundred and twenty (120) days after the Agency gives notice to the client that such reimbursement is due and owing to the Agency. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination unless the reimbursement that is the subject of such notice of termination is made to the Agency within such thirty (30) days.
- (e) If this contract is suspended in accordance with GCC sub-clauses 21.1(i) or (j) for a period of time exceeding three (3) consecutive months; provided that the Agency has complied with its obligation to mitigate in accordance with GCC sub-clauses 21.1(i) or (j) during the period of the suspension. Termination under this provision shall become effective upon the expiration of thirty (30) days after delivery of the notice of termination.

**22.Payment Upon Termination** 22.1 Upon termination of this contract pursuant to GCC sub-clauses 21.1 or 21.2, the client shall make, or cause to be made, the following payments to the Agency:

- (a) payment pursuant to GCC clause 18 for services satisfactorily performed prior to the effective date of termination; and
- (b) except in the case of termination pursuant to paragraphs (a) through (e) and (h) of GCC sub-clause 21.1, reimbursement of any reasonable cost (as determined by the client or IFAD) incidental to the prompt and orderly termination of this contract; provided, that in the case of suspension of this contract pursuant to GCC sub-clauses 21.1 (i) or (j), the Agency has complied with its obligation to mitigate in accordance with such clauses.

Disputes about Events of Termination

22.2 If either party disputes whether an event specified in paragraphs (a), (b), (c), (d), (e), (f) , or (h) of GCC sub-clause 21.1 or paragraphs (a) through (d) of GCC sub-clause 21.2 has occurred, such party may, within forty-five (45) days after receipt of notice of termination from the other party, refer the matter to dispute resolution in accordance with GCC clause 14, and this contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

Cessation of Rights and Obligations

22.3 Upon termination of this contract pursuant to GCC clause 21, or upon expiration of this contract pursuant to GCC sub-clause 17.3, all rights and obligations of the parties under this contract shall cease, except (a) such rights and obligations as may have accrued on the date of termination or expiration, (b) the obligation of confidentiality set forth in GCC clause 31, (c) the Agency's obligation to permit inspection, copying and auditing of its accounts and records set forth in GCC clause 35 and any right or obligation which a party may have under the applicable law.

Cessation of Services

22.4 Upon termination of this contract by notice of either party to the other pursuant to GCC sub-clauses 21.1 or 21.2, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the client, the Agency shall proceed as provided, respectively, by GCC clauses 32 or 39.



## 23. Force Majeure

### Definition

23.1 For the purposes of this contract, “force majeure” means an event or condition that (a) is not reasonably foreseeable and is beyond the reasonable control of a party, and is not the result of any acts, omissions or delays of the party relying on such event of force majeure, (or of any third person over whom such party has control, including any sub-Agency), (b) is not an act, event or condition the risks or consequence of which such party has expressly agreed to assume under this contract, (c) could not have been prevented, remedied or cured by such party’s reasonable diligence, and (d) makes such party’s performance of its obligations under this contract impossible or so impractical as to be considered impossible under the circumstances.

### No Breach of Contract

23.2 The failure of a party to fulfil any of its obligations under this contract shall not be considered to be a breach of, or default under, this contract insofar as such inability arises from an event of force majeure, provided that the party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this contract, and (b) has informed the other party as soon as practicable (and in no event later than five (5) days after the occurrence) about the occurrence of an event giving rise to a claim of force majeure.

### Measures to be Taken

23.3 Subject to GCC sub-clause 23.6, a party affected by an event of force majeure shall continue to perform its obligations under this contract as far as is reasonably practical, and shall take all reasonable measures to minimize and otherwise mitigate the consequences of any event of force majeure.

23.4 A party affected by an event of force majeure shall provide evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

23.5 Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of force majeure.

23.6 During the period of its inability to perform the services as a result of an event of force majeure, the Agency, upon instructions by the client, shall either:

- (a) demobilize, in which case the Agency shall be reimbursed for additional costs it reasonably and necessarily incurred and, if the Agency is required by the client to reactive its performance of the services at the time of restoration of normal conditions, the additional costs the Agency reasonably and necessarily incurred as part of such reactivation; or
- (b) continue with the services to the extent possible, in which case the Agency shall continue to be paid under the terms of this contract and be reimbursed for additional costs reasonably and necessarily incurred.

23.7 In the case of disagreement between the parties as to the existence or extent of and event of force majeure, the matter shall be settled in accordance with GCC clause 14.

## **24. SECAP**

24.1 The Agency shall ensure that its activities under the contract comply with IFAD's Social, Environmental and Climate Assessment Procedures (SECAP), as relevant to the activities performed under this Contract. Information on SECAP is available on <https://www.ifad.org/en/secap>.

## **25. Prohibition of Harmful Child Labor**

25.1 The Agency shall not employ any child to perform any work that is economically exploitative, or is likely to be hazardous to, or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. The Agency will identify the presence of all persons under the age of eighteen (18). Where applicable law does not specify a minimum age, the Agency shall ensure that children aged below 15 are not employed to perform work under this contract. Where applicable law diverges from this specified age standard, the higher age should apply. Children under the age of eighteen (18) will not be employed in hazardous work. All work of persons under the age of eighteen (18) will be subject to an appropriate risk assessment and regular monitoring of health, working conditions, and hours of work.

## **26. Prohibition of Sexual Harassment, Sexual Exploitation and Abuse**

26.1 The Fund requires that all beneficiaries of IFAD Funding, including the client and any Agencies, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, sub-Agencies, and any of their agents (whether declared or not) and personnel comply with IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. Clients, suppliers and Agencies shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract. Client and Agencies 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 measures, including immediate termination of the contract, against the Agency, its personnel or any subcontractors, if at any time the client becomes aware of proven acts of sexual harassment, sexual exploitation and abuse by the Agency and/or its personnel, directly or through an agent, in competing for, or in performance of, this contract.

## **27. Non-Discrimination and Equal Opportunity**

27.1 The client adheres to the principle of equal opportunity and fair treatment in its employment practices. The client expects that the Agency shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. Personal characteristics include sex, race, nationality, ethnic, social and indigenous origin, religion or belief, disability, age, sexual orientation, and gender identity. The client expects that the Agency shall base its employment decisions on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.

**28. Grievance Mechanism for Agency and Subcontractor Personnel**

28.1 The Agency shall provide a grievance mechanism for personnel, including sub-Agency staff if a separate sub-Agency grievance mechanism does not exist, to raise workplace concerns. The Agency shall inform its personnel of the grievance mechanism at the time of recruitment and make it easily accessible to them. The mechanism should involve an appropriate level of management and address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned, without any retribution. The mechanism should also allow for anonymous complaints to be raised and addressed. The mechanism should not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements.

**29. Standard of Performance**

29.1 The Agency shall perform the services and carry out its obligations under this contract with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this contract or to the services, as faithful adviser to the client, and shall at all times support and safeguard the client's legitimate interests in any dealings with sub-Agencies or third parties.

**Law Governing Services**

29.2 The Agency shall perform the services in accordance with applicable law and shall take all practicable steps to ensure that any sub-Agencies, as well as the personnel of the Agency and any sub-Agencies, comply with the applicable law.

**30. Conflict of Interest**

30.1 The Agency shall hold the client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or its own corporate interests.

**Agency Not to Benefit from Commissions, Discounts, etc.**

30.2 The payment of the Agency pursuant to GCC clause 18 shall constitute the Agency's only payment in connection with this contract and, subject to GCC clause 30.3, the Agency shall not accept for its own benefit any

trade commission, discount or similar payment in connection with activities pursuant to this contract or in the discharge of its obligations under this contract, and the Agency shall use its best efforts to ensure that any sub-Agencies, as well as the personnel and agents of either of them, similarly shall not receive any such additional payment.

30.3 Furthermore, if the Agency, as part of the services, has the responsibility of advising the client on the procurement of goods, works or services, the Agency shall comply with the IFAD Project Procurement Guidelines and IFAD Procurement Handbook from time to time in effect as posted on the IFAD website at [\[insert link\]](#) and shall at all times exercise such responsibility in the best interest of the client. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the client.

#### Agency and Affiliates Not to Engage in Certain Activities

30.4 The Agency agrees that, during the term of this contract and after its termination, the Agency and any entity affiliated with the Agency, as well as any sub-Agencies and any entity affiliated with such sub-Agencies, shall be disqualified from providing goods, works or services (other than services) resulting from or directly related to the services.

#### Prohibition of Conflicting Activities

30.5 The Agency shall not engage, and shall cause its personnel as well as its sub-Agencies and their personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this contract.

#### **31. Confidential Information; Rights of Use**

31.1 Except with the prior written consent of the client, or as may be required to comply with applicable law, the Agency and its personnel shall not (and shall cause any sub-Agencies and their personnel not to) at any time (a) communicate to any person or entity any confidential information acquired in the course of the Services, or (b) make public the recommendations formulated in the course of, or as a result of, the services.

31.2 The Agency and its personnel shall not (and shall cause any sub-Agencies and their personnel not to), without the previous written consent of the client, disclose this contract, or any provision of this contract, or any specification, plan, drawing, pattern, sample or information

provided by or on behalf of the client in connection therewith, to any person other than a person employed by the Agency in the performance of this contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

31.3 The Agency and its personnel shall not (and shall cause any sub-Agencies and their personnel not to), without the previous written consent of the client, make use of any document or information related to or delivered in connection with this contract, except for the purpose of performing this contract.

31.4 Any document related to or delivered in connection with this contract, other than this contract itself, shall remain the property of the client and shall be returned (including, except as provided in GCC clause 32, all the copies) to the client on completion of the Agency's performance under this contract.

### **32. Documents Prepared by the Agency to be the Property of the Client**

32.1 All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency under this contract shall become and remain the property of the client, and the Agency shall, not later than upon termination or expiration of this contract, deliver all such documents to the client, together with a detailed inventory thereof in accordance with this GCC sub-clause 32.1 and sub-clause 31.4, and in format and substance specifically required in the terms of reference. The Agency may retain a copy of such documents and software, and use such software for its own use with prior written approval of the client. If license agreements are necessary or appropriate between the Agency and third parties for purposes of the development or use of any such computer programs, the Agency shall obtain the client's prior written approval to such agreements, and the client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

### **33. Liability of the Agency**

33.1 Subject to additional provisions, if any, set forth in the **SCC**, the Agencies' liability under this contract shall be provided by the applicable law.

**34. Insurance to be taken out by the Agency**

34.1 The Agency (a) shall take out and maintain, and shall cause any sub-Agencies to take out and maintain, at its (or the sub-Agencies', as the case may be) own cost but on terms and conditions approved by the client, insurance against the risks, and for the coverage specified in the **SCC**, and (b) at the client's request, shall provide evidence to the client showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Agency shall ensure that insurance is in place prior to commencing the services as stated in GCC sub-clause 17.2.

**35. Accounting, Inspection and Auditing**

35.1 The Agency shall keep accurate and systematic accounts and records in respect of the provision of the services under this contract, and internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, receipt and use of goods and services and the base thereof, together with a detailed inventory thereof.

Reporting Obligations

35.2 The Agency shall maintain such books and records and submit to the client the reports, documents and other information specified in annex B, in the form, in the numbers and within the time periods set forth in such annex. The Agency shall submit to the client such other reports, documents and information as may be requested by the client from time to time. Final reports shall be delivered in an electronic form specified by the client in addition to the hard copies specified in annex B. The Agency consents to the client's sharing of the reports, documents and information delivered by the Agency pursuant to this contract with IFAD and the government.

**36. Agency's Actions Requiring the Client's Prior Approval**

36.1 In addition to any modification or variation of the terms and conditions of this contract pursuant to GCC sub-clause 17.4, the Agency shall obtain the client's prior approval in writing before taking any of the following actions:

- (a) any change or addition to the personnel listed in annex C;
- (b) in accordance with GCC clause 5.1 above, entering into a subcontract with a sub-Agency for the performance of a major item of the services; and

(c) any other action that may be specified in the SCC.

- 37.Obligations with Respect to Subcontracts** 37.1 Notwithstanding the client's approval for the Agency to enter into a subcontract pursuant to GCC clause 36, the Agency shall retain sole and full responsibility for the services and all payments due to subcontractors thereof. In the event that any sub-Agencies are found by the client to be incompetent or incapable in discharging assigned duties, the client may require that the Agency provide a replacement, with qualifications and experience acceptable to the client, or to resume the performance of the services itself.
- 38.Use of Funds** 38.1 The Agency shall ensure that its activities do not violate provisions relating to use of funds and the prohibition of activities likely to cause a significant environmental, health or safety hazard, as set out in the SECAP.
- 39.Equipment, Vehicles and Materials Furnished by the Client** 39.1 Equipment, vehicles and materials made available to the Agency by the client, or purchased by the Agency wholly or partly with funds provided by the client, shall be the property of the client and shall be marked accordingly. Upon termination or expiration of this contract, the Agency shall make available to the client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the client's instructions. While in possession of such equipment, vehicles and materials, the Agency, unless otherwise instructed by the client in writing, shall insure them in an amount equal to their full replacement value.
- 40.Equipment and Materials Provided by the Agency** 40.1 Equipment, vehicles or materials brought into the client country by the Agency, sub-Agencies and personnel, or purchased by them without funds provided by the client, and used either for provision of the services or personal use shall remain the property of the Agency, its sub-Agencies or the personnel concerned, as applicable.
- 41.Assistance and Exemptions** 41.1 Unless otherwise **specified in the SCC**, the client shall use its best efforts to ensure that the government shall:
- (a) Provide the Agency, sub-Agencies and personnel with work permits and such other



documents as shall be necessary to enable the Agency, sub-Agencies or personnel to perform the services.

- (b) Arrange for the personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the government's country.
- (c) Facilitate prompt clearance through customs of any property required for the services and of the personal effects of the personnel and their eligible dependents.
- (d) To the extent permitted by applicable law, exempt the Agency, sub-Agencies and their personnel employed for the services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity.
- (e) Grant to the Agency, sub-Agencies and their personnel the privilege, pursuant to the applicable law, of bringing into the client country reasonable amounts of foreign currency for the purposes of the services or for the personal use of the personnel and their dependents and of withdrawing any such amounts as may be earned therein by the personnel in the execution of the services.

## **42. Access to Land**

42.1 The client warrants that the Agency, sub-Agencies and their personnel shall have, free of charge, unimpeded access to all land in the client country in respect of which access is required for the performance of the services. The client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Agency, sub-Agencies and their personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Agency or sub-Agencies or their personnel.

**43. Change in the Applicable Law Related to Taxes and Duties**

43.1 If, after the date of this contract, there is any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the Agency in performing the services, payments to the Agency shall not be immediately adjusted. However, the Agency shall promptly notify the client (or such agent or representative designated by the client) of any taxes paid, and the Agency shall cooperate with, and take such actions as may be requested by the client, or its agents or representatives, in seeking the prompt and proper reimbursement of such taxes through subsequent payments that become due to the Agency.

**44. Services, Facilities and Property of the Client**

44.1 The client shall make available to the Agency and the personnel, for the purposes of performing the services and free of any charge, the services, facilities and property described in annex F at the times and in the manner specified in annex F.

44.2 In case that such services, facilities and property shall not be made available to the Agency as and when specified in annex F, the parties shall agree on (a) any time extension that it may be appropriate to grant to the Agency for the performance of the services, (b) the manner in which the Agency shall procure any such services, facilities and property from other sources, and (c) the additional payments, if any, to be made to the Agency as a result thereof pursuant to GCC sub-clause 18.1.



**45. Payment**

45.1 In consideration of the services performed by the Agency under this contract, the client shall make to the Agency payments in the manner provided in GCC clause 18.

**46. Counterpart Personnel**

46.1 The client shall make available to the Agency free of charge such professional and support counterpart personnel, to be nominated by the client with the Agency's advice, if specified in annex F.

46.2 If counterpart personnel are not provided by the client to the Agency as and when specified in annex F, the client and the Agency shall agree on (a) how the affected part of the services shall be carried out, and (b) the additional payments, if any, to be made by the client to the Agency as a result thereof pursuant to GCC sub-clause 18.1.



46.3 Professional and support counterpart personnel, excluding the client's liaison personnel, shall work under the exclusive direction of the Agency. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Agency that is consistent with the position occupied by such member, the Agency may request the replacement of such member, and the client shall not unreasonably refuse to act upon such request.

**47. Good Faith**

47.1 The Parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

**48. Operation of the Contract**

48.1 The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of this contract, and the parties hereby agree that it is their intention that this contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness.

## Section VIII. Special Conditions of Contract

The clauses of the SCC amend, and supplement the clauses in the general conditions of contract of this contract

- GCC 1.1** (a) “Applicable law” means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.  
(e) “Client country” means the country of India.  
(q) “Local currency” means Indian Rupees (INR).
- GCC 3.1** This contract shall be executed in the English language.
- GCC 4.1** The addresses for serving notices under this contract are:  
For the client:  
*[insert full legal name of the client]*  
Att.:  
Address:  
Email:
- For the Agency:  
*[insert full legal name of the Agency]*  
Att.:  
Address:  
Email:
- GCC 9.1** The member in charge is *[insert name of member]*  
*[Note: if the Agency consists of a joint venture or another association of more than one entity, the name of the entity whose address is specified in SCC 10.1 should be inserted here. If the Agency consists only of one entity, this is not applicable.]*
- GCC 10.1** The authorized representatives are:  
For the client:  
*[insert full legal name of the client]*  
Att.: *[insert name of the client representative]*  
Address:  
Email:
- For the Agency:  
*[insert full legal name of the Agency]*  
Att.: *[insert name of the client representative]*  
Address:  
Email:

- GCC 11.5** A resident project manager *[shall]* be required for the duration of this contract.
- GCC 14.2** All disputes shall be settled by arbitration in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this contract.  
The place of arbitration shall be a city in the borrower/recipient's country: *Aizawl, Mizoram, India*  
  
The Applicable Law shall be the laws of the borrower/recipient's country.
- IFAD Right to Observe.** IFAD has the right to be an observer to any arbitration proceeding associated with this contract, at its sole discretion, but does not have the obligation to participate in any arbitration proceeding. Whether or not IFAD is an observer to any arbitration associated with this contract, the parties shall provide IFAD with written English transcripts of any arbitration proceedings or hearings and a copy of the reasoned written award within ten (10) days after (a) each such proceeding or hearing or (b) the date on which any such award is issued. IFAD may enforce its rights under this contract in an arbitration conducted in accordance with this provision. The acceptance by IFAD of the right to be an observer to the arbitration shall not constitute consent to the jurisdiction of the courts or any other body of any jurisdiction or to the jurisdiction of any arbitral panel.
- GCC 17.1** This contract shall enter into force on the date of signing of the contract by both parties.  
or  
This contract shall enter into force on *[insert date]*.  
*[Note: delete whichever is not appropriate].*
- GCC 17.2** The commencement date shall be *[insert date]*.
- GCC 17.3** The contract shall expire on *[insert planned date of completion of the services]*.
- GCC 18.1** The amount of the contract is xxxxx *[Indian Rupees]* (the "contract price").  
The accounts are:  
For local currency: *[insert account number]*
- Payments for the deliverables (in lump-sum contracts): shall be made according to the following schedule of percentages of the amounts included in the contract:

*[insert payment schedule as per defined completion milestones /deliverables in lump sum contract e.g. Milestone 1: [x%] of contract price, Milestone 2: [y%] of contract price, Milestone 3:[ z%] of contract price]*

Payment of professional fees: *[insert as per monthly timesheets of actual experts' time allocated to the assignment and signed by the Agency and approved by the client]*

Payment of reimbursables: *[insert against invoices/evidence of actual expenditure submitted by the Agency on monthly basis]*

An advance payment against an unconditional and irrevocable bank guarantee *[shall/shall not]* be made, amounting to *[insert maximum 10%, otherwise delete this part]* of the contract price.

**GCC 18.5**

The interest rate to be applied in the case of late payments is the London Interbank overnight interest rate plus 2 percentage points (LIBOR+2)

**GCC 19.1**

The contract is:

- subject to the following taxes:  
*[Goods and Service Tax (GST) as applicable.]*  
*[Tax Deducted at Source as applicable (eg: 2%)]*

**GCC 32.1**

*[the client to state here any further restrictions on the use of documents]*

*[Note: if there are no additional restrictions on the use of documents, this is not applicable]*

**GCC 33.1**

*[the client to state here any additional provisions to the Agency's liability under this contract.]*

*[Note: if there are no additional provisions to the Agency's liability under the contract, this SCC 33.1 should be deleted from the contract]*

**GCC 34.1**

The risks and the minimum coverage shall be as follows:

- (a) third party motor vehicle liability insurance in respect of motor vehicles operated in India by the Agency or its personnel or any sub-Agencies or their personnel, with a minimum coverage of *[110% of the property value, with a maximum deductible for each insurance claim of INR 50,000.00];*
- (b) third party liability insurance, with a minimum coverage of *[110% of the property value, with a maximum deductible for each insurance claim of INR 50,000.00];*
- (c) professional liability insurance, with a minimum coverage of *[the total amount disbursed +10% of the disbursed amount];*
- (d) employer's liability and workers' compensation insurance in respect of the personnel of the Agency and of any sub-Agencies, in accordance with the relevant provisions of the applicable law, as well as, with respect to such personnel, any

- such life, health, accident, travel or other insurance as may be appropriate; and
- (e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this contract, (ii) the Agency's property used in the performance of the services, and (iii) any documents prepared by the Agency in the performance of the services.

*[Note: delete what is not applicable.]*

**GCC 36.1**

*[the client to state here any additional actions by the Agency that require the client's prior approval.]*

*[Note: if there are no additional actions on the part of the Agency that require the client's prior approval, this is not applicable]*

**GCC 41.1**

*[the client to state here any assistance it will or will not provide the Agency in addition to those points stated in GCC sub-clause 41.1.]*

*[Note: if there are no additions or changes to the assistance the client will provide under GCC sub-clause 41.1, this is not applicable]*

## Annexes to Contract

### Annex A: Description of Services

*[Note to client: give detailed descriptions of the services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by the client, etc. This description of services is to be based on the TOR issued with the RFP and incorporates changes agreed upon during negotiations. It must be noted that this description of services takes precedence over the Agency's proposal, so any changes recommended or requested by the Agency in its proposal do not alter the services the Agency is required to perform unless agreed to during negotiations and incorporated into this description of services.]*

This annex A shall incorporate by reference: the proposal dated *[insert date of awarded proposal]* submitted by *[insert name of Agency awarded the contract]* in connection with the competition for this contract (the "proposal"). In the event of any inconsistency between this description of services and the proposal, the priority of interpretation shall be given to this description of services.





## **Annex B: Reporting Requirements**

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

## Annex C: Key Professional Personnel and Sub Contract

*[Note: List under]:*

D-1 Titles *[and names, if already available]*, detailed job descriptions and minimum qualifications of foreign key professional personnel to be assigned to work in *[insert country]*, and estimated staff-months for each.

D-2 Same as D-1 for foreign key professional personnel to be assigned to work outside *[insert country]*.

D-3 List of approved sub-Agencies (if already available) and same information with respect to their personnel as in D-1 or D-2.

D-4 Same information as D-1 for local key professional personnel.

D-5 Working hours, holidays, sick leave and vacations, as provided for in GCC clause 12 (if applicable)



## **Annex D: Breakdown of Contract Price in US Dollars**

***NOT APPLICABLE***

## **Annex E: Breakdown of Contract Price in Local Currency**

*[Note: list here the monthly rates for personnel (key professional personnel and other personnel, activity and deliverable costs used to arrive at the breakdown of the price - local currency portion (from form FIN-4).]*

*In time-based contracts include here the reimbursables form (Fin-5)*

*In lump sum contracts the reimbursables are fixed and are included in the prices offered per deliverable. The Form FIN -5 can be included only in case additional services may be requested from the Agency.*



## **Annex F: Services and Facilities to be Provided by the Client**

*[Note: list here the services, facilities and counterpart personnel to be made available to the Agency by the client.]*

## Annex G: Self-Certification Form

This self-certification form is to be completed by the Agency. The Agency 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 Agency:	
Full legal name of Agency'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 Agency]*, 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 Agency 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 Agency certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-Agencies, 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 Agency 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>8</sup> and/or temporary suspensions have been imposed on the Agency and/or any of its directors, partners, proprietors, key personnel, agents, sub-Agencies, 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 Agency)	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 Agency certifies that its director(s), proprietor(s), and personnel, and the personnel of its agents, sub-Agencies, 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 Agency certifies that itself, its proprietor(s), agents, sub-Agencies, 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 Agency 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 Agency 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-Agencies, sub-contractors, consortium or joint venture partners affected.]

The Agency 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 Agency 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 Agency 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>8</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 Agency 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 Agency itself are ineligible for contracts of the World Bank on the grounds of “cross-debarment”, the Agency should provide a detailed account of these sanctions and their duration as applicable or notify the procuring entity and in case the Agency believes the finding is a “false positive”.

The procuring entity will determine whether to proceed with the contract or allow the Agency 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 Agency 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.



## Contract Forms

## 1. Notice of Intent to Award

For the attention of the Agency'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 Agency]* subject to successful negotiations.

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

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

Name of Agency	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 18 of the general conditions of contract to provide for advance payment, *[insert name and address of Agency]* (hereinafter called "the Agency") 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 Agency, 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 Agency, 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 Agency, 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 Agency under the contract until *[insert date]*.

Yours truly,

Signature and seal of the guarantors

---

*[name of bank or financial institution]*

---

*[address]*

---

*[date]*

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

### **I. Introduction**

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

### **II. Policy**

#### **A. General principles**

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

#### **B. Prohibited practices**

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

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

### **C. Scope**

7. This policy applies to all IFAD-financed and/or IFAD-managed operations and activities and to the following individuals and entities:
  - (a) IFAD staff and other persons working for IFAD as non-staff personnel (“IFAD staff and non-staff personnel”);
  - (b) staff and non-staff personnel”);
  - (c) Individuals and entities holding a commercial contract with the Fund and any of their agents or personnel (“vendors”);
  - (d) Public entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“government recipients”) and private entities receiving IFAD financing or financing managed by the Fund and any of their agents or personnel (“non-government recipients”) (all collectively referred to as “recipients”); and
  - (e) Individuals and entities, other than those referred to above, that receive, apply to receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of proceeds from IFAD financing or financing managed by the Fund, including, but not limited to, implementing partners, service providers, contractors, suppliers, subcontractors, sub-suppliers, bidders, Agencies 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>9</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 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

---

<sup>9</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.

- (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>10</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.

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**

---

<sup>10</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.

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, subAgencies, 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.