



Investing in rural people

## **Jharkhand Tribal Development Society**

(A unit of Scheduled Tribe, Scheduled Caste, Minority and Backward  
Class Welfare Department, Government of Jharkhand)

Dr. Ramdayal Munda Tribal Welfare Research Institute Campus, Tagore Hill Road,  
Morabadi, Ranchi – 834008, Phone + Fax No. : 0651-2552088,  
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### **Advt. No. 27**

### **Request for Proposals regarding Engagement of Firms/ Consultants for the work of End Line Survey**

Jharkhand Tribal Development Society or JTDS (hereinafter called “Society”) through The Government of Jharkhand has received financing from the International Fund for Agricultural Development (IFAD) (hereinafter called “loan”) towards implementing Jharkhand Tribal Empowerment and Livelihoods Project (JTELP) in selected villages of Jharkhand State.

The State Project Management Unit (SPMU), JTDS invites sealed bids including separate technical and financial bids as per schedule specified in the bid documents from eligible bidders for the work of End Line Survey. The interested eligible bidders may download bidding documents and other details from websites i.e. [www.jtldsgharkhand.com](http://www.jtldsgharkhand.com). Last date of receipt of applications by hand/speed post/courier only is 15:00 hours on 18th November, 2021 to the below office:-

**State Project Director,  
Jharkhand Tribal Development Society (JTDS)  
Dr. R.D. Munda, T.W.R.I. Campus,  
Morabadi, Ranchi- 834008**

State Project Director, JTDS reserves the right of accepting or rejecting any or all bids without assigning any reason thereof.

**Sd/-  
State Project Director  
Jharkhand Tribal Development Society**



# Standard Procurement Documents



# **Simplified Request for Proposal**

1<sup>st</sup> Edition

December2020



*[Jharkhand Tribal Development Society (JTDS)]*

## **Request for Proposals**

for  
*[End Line Survey]*

Ref No: *[JTELP/2021-22/ELS/01]*

**Issue date:**





# Foreword

This bidding document has been prepared by [*Jharkhand Tribal Development Society (JTDS)*] and is based on the 1<sup>st</sup> edition of the IFAD-issued standard procurement document for simplified requests for proposals available at [www.ifad.org/project-procurement](http://www.ifad.org/project-procurement). This bidding document is to be used for the procurement of services using QCBS, QBS, FBS, or LCS in projects financed by IFAD.

IFAD does not guarantee the completeness, accuracy or translation, if applicable, or any other aspect in connection with the content of this document.

## Section I. Letter of Invitation

[Ranchi, date],

Loan no. IN 0879

Dear Sir/ Madam,

1. The [Jharkhand Tribal Development Society (JTDS)] [has received] financing from the International Fund for Agricultural Development (IFAD) towards the cost of [Jharkhand Tribal Empowerment and Livelihood Project (JTELP)], and intends to apply part of the financing for the recruitment of consulting services.  
The use of any IFAD financing shall be subject to IFAD's approval, pursuant to the terms and conditions of the financing agreement, as well as IFAD's rules, policies and procedures. IFAD and its officials, agents and employees shall be held harmless from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any party in connection with [Jharkhand Tribal Empowerment and Livelihood Project (JTELP)].
2. The [Jharkhand Tribal Development Society (JTDS)] now invites proposals to provide the following consulting services: [End Line Survey]. More details on the services are provided in the terms of reference.
3. A firm will be selected under the "[Fixed Budget Selection (FBS)]" method and procedures described in this RFP, in accordance with the policies detailed in the latest IFAD's Project Procurement Guidelines as approved by IFAD's Executive Board and IFAD Procurement Handbook.
4. The RFP includes the following documents:
  - Section 1 - Letter of invitation
  - Section 2 - Instructions to consultants
  - Section 3 - Technical proposal - standard forms
  - Section 4 - Financial proposal - standard forms
  - Section 5 - Terms of reference
  - Section 6 - Standard forms of contract
  - Section 7 - Forms
5. The requested proposal should be submitted no later than [18.11.2021....15.00 hrs][Ranchi, India], local time, to the below address.
  - State Project Director,
  - Jharkhand Tribal Development Society (JTDS),
  - Dr. R.D. Munda T.W.R.I Campus,
  - Morabadi, Ranchi – 834008

6. The proposal must remain valid for 90 (ninety) days after the above submission date. During this period, the consultant shall maintain the availability of professional staff nominated in the proposal.
7. The estimated indicative fixed budget for this assignment is [ INR 1500000/- including related reimbursable expenses excluding applicable taxes]. Details are as follows:-

<b>Details of Consultancy fees and reimbursable under FBS</b>		
<b>SL.NO.</b>	<b>PARTICULARS</b>	<b>TOTAL AMOUNT (Rs.)</b>
1.	<b>CONSULTANCY FEES</b>	<b>14,30,000</b>
2.	TRAVEL AND REIMBURSABLES (LUMPSUM)	<b>70,000</b>
3.	<b>TOTAL Fixed Budget excluding applicable taxes</b>	<b>15,00,000</b>

8. All joint proposals/consortium proposals should be accompanied by signed Power of Attorney from the Joint proposal partner/consortium partner and each of the organization must comply to the mandatory eligibility conditions and submit documents evidencing compliance to the conditions.

Yours sincerely,

State Project Director,  
 Jharkhand Tribal Development Society (JTDS),  
 Dr. R.D. Munda T.W.R.I Campus,  
 Morabadi, Ranchi – 834008



## Section II. Instructions to Consultants

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

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

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

managed activity or operation. A debarment includes, *inter alia*, ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund. The Fund may also unilaterally recognize eligible debarments by any of the International Financial Institutions signatories to the Agreement for Mutual Enforcement of Debarment Decisions.

- c. Bidders and any of their personnel and agents, and their sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers, and the latter's personnel and agents are required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this bidding process or the execution of the contract and to have such accounts, premises, records and documents audited and/or inspected by auditors and/or investigators appointed by the Fund.
  - d. Bidders have the ongoing obligation to disclose in their quotation and later in writing as may become relevant: (i) any administrative sanctions, criminal convictions or temporary suspensions of themselves or any of their key personnel or agents for corrupt, fraudulent, collusive, coercive or obstructive practices, and (ii) any commissions or fees paid or to be paid to agents or other parties in connection with this bidding process or the execution of the contract. Bidders must disclose the name and contact details of the agent or other party and the reason, amount and currency of the commission or fee paid or to be paid. Failure to comply with these disclosure obligations may lead to rejection of the proposal or termination of the contract.
  - e. Bidders shall keep all records and documents, including electronic records, relating to this selection process available for a minimum of three (3) years after notification of completion of the process or, in case the bidder is awarded the contract, execution of the contract.
4. The Fund requires that all beneficiaries of IFAD funding or funds administered by IFAD, including the client, any consultants, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing consistent with IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.<sup>3</sup>

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

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

State Project Director,  
 Jharkhand Tribal Development Society (JTDS),  
 Dr. R.D. Munda T.W.R.I Campus,  
 Morabadi, Ranchi – 834008

and in one (1) original hard copy and three (3) additional hard copies. All required copies of the technical proposal are to be made from the original. If there are discrepancies between the original and the copies of the technical proposal, the original governs.

6. The original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked “technical proposal” (followed by the grant/loan and assignment number and name). Similarly, the original financial proposal shall be placed in a sealed envelope clearly marked “financial proposal”, followed by the grant/assignment number and name, and with a warning “do not open with the technical proposal”. The envelopes containing the technical and financial proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the procurement (and assignment), and be clearly marked “do not open, except in presence of the official appointed, before [18.11.2021..15.00 hrs]”.
7. The technical proposal shall be based on the technical forms attached in section 3 including the CVs of the proposed staff.
8. The evaluation committee shall evaluate the technical proposals on the basis of their responsiveness to the terms of reference, applying the mandatory criteria, evaluation criteria, sub criteria, and point system specified here below:

Ref	Item
Mandatory Criterion 1	<p>a. Consulting firm should have executed at least 4 contracts in last 5 years related to conducting surveys and documentation in related field.</p> <p>b. Consulting firm should have an average annual turnover of Rs. 50 Lakhs p.a. for past 3 years (Provide audited financial statements for the past 3 years)</p> <p>c. Consulting firm should have executed atleast one impact evaluation studies for IFAD/WB or other external donor.</p> <p>d. <i>GST and PAN documents required</i></p> <p>e. <i>Documents related to incorporation/registration of the firm.</i></p> <p>f. The firm or any partners of the firm should not be black listed by any PSU's or Govt. Co. or any other organisation in respect of any assignment or behaviour. Affidavit of not being black listed has also to be given on a Rs. 100 non judicial stamp paper by the authorized person.</p>

## Criteria, sub-criteria, and point system for the evaluation of Technical Proposals

	Points
<ul style="list-style-type: none"> <li>• Specific experience of the consultant (as a firm) relevant to the assignment:               <ul style="list-style-type: none"> <li>• Demonstrates through submission of sample contracts with scope of services undertaken of outcome studies document evidencing satisfactory completion of assignments from the client completed in last 5 years with multilateral and bilateral organizations- maximum 20 points</li> <li>• Completed at least two impact evaluation studies with IFAD/WB or any other externally funded project (signed contracts with scope of services included and document evidencing satisfactory completion of assignments from the client) – maximum 10 points</li> </ul> </li> </ul>	[30]
<ul style="list-style-type: none"> <li>• Adequacy and quality of the proposed methodology, and work plan in responding to the terms of reference (TOR):               <ul style="list-style-type: none"> <li>• Quasi-experimental design with control group defined and use of propensity scoring methodology- maximum 20 points</li> <li>• Clear timeline for activities and tasks completion- maximum 10 points</li> </ul> </li> </ul>	[30]
<ul style="list-style-type: none"> <li>• experts' qualifications and competence for the assignment:               <ul style="list-style-type: none"> <li>a) <i>Position K-1:</i> <ul style="list-style-type: none"> <li>• Study Coordinator - One senior Agricultural Economist/Micro Economist/MBA/Rural Development Specialist with 5-8 years of</li> </ul> </li> </ul> </li> </ul>	Key  [10 points]

work experience in impact evaluation  
maximum 10 points

b) [10 points]

Position K-2:

- One Statistician and or data analyst familiar with quantitative and qualitative data analysis in Experimental and Quasi-Experimental Evaluation design with not less than 5 years of experience maximum 10 points

c) [10 points]

Position K-3:

- One Socio-Economic researcher with 5-8 years of work experience in impact evaluation maximum 10 Points

[10 points]

d) Position K-4

- One Field Supervisor/Coordinator with 3-5 years of work experience in impact evaluation maximum 10 Points

**Total points for criterion III:** [40]

9. A proposal shall be rejected at this stage if it does not respond to important aspects of the request for proposals (RFP) including mandatory criteria requirement, and particularly the terms of reference or if it fails to achieve the minimum technical score indicated of [60] points.
10. After the technical evaluation is completed, the client shall inform the consultants who have submitted proposals about the technical scores obtained by their technical proposals, and shall notify those consultants in writing whose proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their financial proposals will be returned unopened after completing the selection process. The client shall simultaneously notify in writing consultants that have secured the minimum qualifying mark of the date, time and location for opening the financial proposals. The opening date should allow consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of financial proposals is optional.
11. Financial proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The financial proposal of the consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These financial

proposals shall be then opened, and the total prices read aloud and recorded. A copy of the record shall be sent to all consultants and IFAD (in case of prior review).

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

13. Combined technical/financial evaluation:

“those proposals that exceed the following budget [ INR 1500000/- including related reimbursable expenses excluding applicable taxes] shall be rejected. The client will select the consultant that submitted the highest-ranked technical proposal that does not exceed the budget indicated in the RFP, and invite such consultant to negotiate the contract



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

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

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

- a. *To be decided later*
- b. Jharkhand Tribal Development Society (JTDS),  
Dr. R.D. Munda T.W.R.I Campus,  
Morabadi, Ranchi – 834008

The invited consultant will be invited to negotiations via the notification of award (NoA). This Notification of Award is subject to successful negotiations. The consultant will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the key professional personnel listed in the technical proposal. Failure to confirm such personnel may result in the client proceeding to negotiate with the next-ranked consultant. Representatives conducting negotiations on behalf of the consultant must have written authority to negotiate and conclude the contract on behalf of the consultant.

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16. The consultant is expected to commence the assignment by last week of November 2021 and at the following address:

*State Project Director, Jharkhand Tribal Development Society, JTELP, JTWRI Campus,  
Morabadi, Ranchi – 834008  
Facsimile: (+91) 651-2552088*



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

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



## Form TECH-1 Technical Proposal Submission Form

[Location, Date]

To:

Dear Sirs or Madams,

1. We, the undersigned, offer to provide the consulting services: "[insert title of assignment]" in accordance with your request for proposal dated [insert date of issuance of RFP] and our proposal. We are hereby submitting our proposal, which includes this technical proposal, and a financial proposal in separate envelopes.
2. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
3. If negotiations are held during the period of validity of the proposal, we undertake to negotiate on the basis of the proposed staff. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.
4. We undertake, if our proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the terms of reference.
5. Our proposal is open for acceptance for a period of ninety (90) days.
6. Our firm, its associates, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Fund and have not been subject to sanctions or debarments under the laws or official regulations of the client's country or not been subject to a debarment recognized under the Agreement for Mutual Enforcement of Debarment Decisions (the "Cross-Debarment Agreement")<sup>4</sup>, beyond those declared in paragraph 12 of this proposal submission form.
7. We acknowledge and accept the IFAD Revised Policy on Preventing Fraud and Corruption in its Activities and Operations. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any prohibited practices as provided in ITC Clause 3. Further, we acknowledge and understand our obligation to report to [anticorruption@ifad.org](mailto:anticorruption@ifad.org) any allegation of prohibited practice that comes to our attention during the selection process or the contract execution.
8. No attempt has been made or will be made by us to induce any other consultant to submit or not to submit a proposal for the purpose of restricting competition.

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<sup>4</sup>The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.

9. We acknowledge and accept the IFAD Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any sexual harassment, sexual exploitation or abuse. Further, we acknowledge and understand our obligation to report to [ethicsoffice@ifad.org](mailto:ethicsoffice@ifad.org) any allegation of sexual harassment, sexual exploitation and abuse that comes to our attention during the selection process or the contract execution.
10. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the selection process: *[insert complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity.]*

Name of recipient	Address	Reason	Amount	Currency

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

11. We declare that neither our consulting firm nor any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have any actual, potential or perceived conflict of interest as defined in ITC Clause 2 regarding this selection process or the execution of the contract. *[insert if needed: “other than the following:” and provide a detailed account of the actual, potential or perceived conflict].* We understand that we have an ongoing disclosure obligation on such actual, potential or perceived conflicts of interest and shall promptly inform the client and the Fund, should any such actual, potential or perceived conflicts of interest arise at any stage of the procurement process or contract execution.
12. The following criminal convictions, administrative sanctions (including debarments) and/or temporary suspensions have been imposed on our consulting firm and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

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


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

13. We acknowledge and understand that we shall promptly inform the client about any material change regarding the information provided in this proposal submission form.
14. We further understand that the failure to properly disclose any of information in connection with this proposal submission form may lead to appropriate actions, including our disqualification as consultant, the termination of the contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations.
15. We understand you are not bound to accept any proposal that you may receive.


Yours sincerely,

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

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

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

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



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

### **A - Consultant's Organization**

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

## B - Consultant's Experience

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

Assignment name:	Approx. value of the contract (in current US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of client:	Total no. of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in INR):
Start date (month/year): Completion date (month/year):	No. of professional staff-months provided by associated consultants:
Name of associated consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):
Narrative description of project:	
Description of actual services provided by your staff within the assignment:	

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



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

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

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



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

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

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

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

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

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

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

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



## Form TECH-5 Team Composition and Task Assignments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<p><b>11. Detailed tasks assigned</b></p> <p><i>[List all tasks to be performed under this assignment]</i></p>	<p><b>12. Work undertaken that best illustrates capability to handle the tasks assigned</b></p> <p><i>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
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**13. Certification:**

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

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

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

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

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

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

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

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





### Form TECH 8: Work Schedule

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

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



## Section IV. Financial Proposal - Standard Forms

FIN-1 Financial Proposal Submission Form

FIN-2 Financial Proposal



## Form FIN-1 Financial Proposal Submission Form

[Location, date]

To:

Dear Sirs:

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

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

Commissions and gratuities paid or to be paid by us to agents relating to this proposal and contract execution, if we are awarded the contract, are listed below<sup>10</sup>:

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

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

Yours sincerely,

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

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

<sup>10</sup>If applicable, replace this paragraph with: "no commissions or gratuities have been or are to be paid by us to agents relating to this proposal and contract execution."



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

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

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

## Form FIN-2 Financial Proposal

Note \*: Please add columns as needed

Categories	Unit	Quantity per activity*			Total quant. per category	Unit rate	Total amount in INR per category	Total amount per activity*		
		1	2	n				1	2	n
		(a)	(b)	(x)	(d) = (a) + (b) + ... (x)	(e)	(f) = (d) * (e)	(g) = (a) * (e)	(h) = (b) * (e)	(z) = (x) * (e)
<b>(1) Remuneration in INR</b>										
Consultant 1	day									
Consultant 2	day									
Consultant 3	day									
Consultant 4	day									
Consultant n	day									
<b>Subtotal remuneration</b>	<b>weeks</b>									
<b>(2) Reimbursable</b>										
Subsistence allowance	Day									
Local transportation costs	Trip									
<b>(3) Miscellaneous expenses as part of reimbursable</b>										
Communication costs (telephone, telegram, telex)	day									
Drafting, reproduction of reports	day									
Equipment: computers, etc.	day									
Software	day									
<b>Subtotal 3: miscellaneous expenses</b>										
<b>Proposal amount</b>										

## Section V. Terms of Reference

The purpose of this Terms of Reference is to solicit proposals from organizations interested and experienced in conducting the End Line Survey.

### BACKGROUND

Government of Jharkhand has been undertaken the implementation of the Jharkhand Tribal Empowerment and Livelihood Project. Poverty is highest among the Scheduled Tribes (STs) in the Central and East Indian plateau encompassing Jharkhand. The Jharkhand Tribal Empowerment and Livelihoods Project (JTELP) have been built on the experience of the IFAD-supported Jharkhand Tribal Development Programme (JTDP). Besides strengthening community-based institutions and improving natural resource management as in JTDP, the Project has emphasized productivity enhancement and up-scaling of proven, market-oriented production activities. JTELP has foster convergence with the on-going Tribal and rural development programmes of the Government of India. A State Project Management Unit (SPMU) and 14 District Project Management Units (DPMU) under the supervision of the Dept. of Welfare, Govt. of Jharkhand has been set up to manage the JTELP Components.

### JTELP Components

Component 1 - Community Empowerment: This component have three sub-components: (i) Promotion of SHGs and Youth Groups and engaging the services of FNGOs; (ii) Building the capacity of community resource persons (CRPs), Project Execution Committees (PECs) at each Gram Sabha and partner FNGO staff; and (iii) Special support to PTG households to have access to their entitlements such as Public Distribution System (PDS), Integrated Child Development Scheme (ICDS) food rations and midday meals to all eligible children, Birsa Munda Awas Yojana (Birsa Munda Housing Scheme), etc.; training Village Health Workers, Village Livestock Workers and Traditional Birth Attendants; providing seed capital to their SHGs to reduce dependence on exploitative relationships to tide over household budget deficits; and providing solar lantern and two large mosquito nets to each PTG household coupled with related learning events on their use and maintenance

Component 2 - Integrated Natural Resource Management: This component has three sub-components, namely (i) Community Mobilization; (ii) Land and Water Resource Development; and (iii) Productivity Enhancement and Crop Diversification.

1. **Community Mobilization:** SHG members are the focal point to organize meetings of Tola and Gram Sabhas. The initial planning phase aimed at readying the community as a whole, through a series of meetings and exposure visits, to fully participate in preparing and implementing a Gram Sabha Resource Management and Livelihoods Plan (GSRMLP). Each Gram Sabha established a PEC to guide the preparation of the GSRMLP, seek necessary government approvals, manage funds and supervise GSRMLP implementation.
2. **Land and Water Resource Development:** PECs with support from FNGOs and in consultation with Gram Sabhas and Panchayats prepared annual plans based on the approved GSRMLP. These

plans have been taken up for implementation after having secured the convergence with MGNREGA. Some of the interventions include: in-situ rainwater harvesting systems, large diameter irrigation wells and seepage tanks in lowlands; land husbandry activities such as land levelling, terracing, gully-plugging, small check dams, lowland drainage systems; village access roads and pathways and forestry related activities such as afforestation, grazing land management, etc.

3. ***Productivity Enhancement and Crop Diversification:*** As part of the GSRMLP, a Productivity Enhancement and Crop Diversification sub-plan has been prepared, linked to activities proposed under the land and water resource development sub-plan for each village. The key activities include: (i) introduction of improved techniques of paddy cultivation and best practices for other cereal crops cultivation; (ii) cultivation of winter crops such as wheat, mustard and lentils and cultivation of maize, millets, oilseeds and pulses in uplands and mid-lands areas; (iii) cultivation of tuber crops, (iv) soil fertility enhancement through green manuring and use of vermi-compost and liquid organic fertilizers; (v) construction of small-scale lift and diversion irrigation schemes, installing irrigation systems from wells, tanks and farm ponds; and establishing micro-irrigation systems with water tanks and drip irrigation pipes in homesteads for vegetable cultivation.

Component 3 – Livelihood Support: Under the Livelihood Support component, the project have four sub-components, namely: (i) Support for Income Generating Activities to PVTGs and the poorest households; (ii) Introducing market-oriented production activities by providing integrated production and marketing support for vegetable production, mango orchards, Papaya plantation, poultry rearing cluster, Pig rearing cluster and goat rearing cluster along with Pig & Goat breeding centres; (iii) Innovative interventions such as (a) Bio gas digester; (b) habitat planning for PVTGs and (c) Introduction of Gender Action Learning Systems in one of the Panchayats.

Component 4-Project Management: JTELP has been implemented by JTDS, an independent Society established by the State Government. Headed by a full time State Project Director and aided by a State Project Management Unit (SPMU), the State level organisation structure will be responsible for consolidating annual work plan and budget, funds flow, M&E and KM. There is a DPMU in 14 TSP project district.

### **Assignment Objective**

As the JTELP is in its completion phase therefore end line survey is scheduled to assess the current socio-economic status of project beneficiaries after having participated in various project activities. Particular objectives of the activities are as follows:

- Assess and validate the outcome targets that the project activities intended to accomplish and the progress thereof;
- Provide a more precise definition and understanding of the socio-economic status and vulnerability of tribal and PVTGs and issues related to tribal women;
- Identify problems and constraints that occurred during programme implementation that affected the achievement of results;
- Provide actionable recommendations that could have improved project project implementation.

JTELP seeks proposals of India Based Survey Agencies/Firms/Organisations that have the experience in conducting studies/surveys for externally aided developmental projects, designing and undertaking an end line survey of the project on household and community indicators, especially on agriculture, natural resource management, and economic growth activities. Additionally, the Agency should have

significant expertise working in tribal areas and with tribal population and also working for bilateral and multilateral donor agencies.

### **Working relationship in JTELP**

The Survey Agency will be working in coordination with the JTELP team to carry out the assignment.

### **Scope of Work**

The survey agency shall collaborate with the JTELP core team to develop appropriate survey methodology and tools for conducting the end line survey and drafting a comprehensive report based on the survey results. The Agency will then be expected to take the primary lead in providing local expertise in the design phase, actual enumeration, and data collection during implementation in the field, data analysis and interpretation, reporting, and support in drawing conclusions regarding the efficacy of selected process and the results of the assessment.

The selected Survey Agency will implement the following activities:

- Familiarize itself with the project design and the logframe indicators.
- Preparation of questionnaire containing HH information, Land holding, Income, Assett, Agriculture practices and productivity, Livestock rearing, Food security, migration, immunization etc.
- Draft a survey methodology, with details of sampling methodology and frame for target group and comparison group, in consultation with the project. Determine comparability of groups, establishing control and treatment groups as part of the survey in order to test the comparability of communities on certain indicators and to detect causality ;
- Provide an outline of the endline survey report;
- Finalize appropriate survey tool(s) such as questionnaires and other data collection tools;
- Pre-testing, editing, translation, finalization, and reproduction of survey instruments.
- Integrate qualitative data collection methodology and survey tools;
- Apply statistical techniques for designing the evaluation, analyzing and reporting the quantitative data.
- The Agency is expected to use statistical techniques to estimate the sample size and also follow the survey guide for sampling 3000 households (1500 from Project villages and 1500 from control villages) for the end line survey (Both in project and control areas), total 32 blocks have to be covered and in each block sample has to be collected from at least 2 panchayats spread across 14 districts of Jharkhand). List of districts and blocks is as follows:

#### **Area of Jharkhand Tribal Empowerment & Livelihood Project**

Sl.No.	District	Block	Gram Panchayat	Village	No. of HH
1	Ranchi	Bundu	7	61	8714
		Tamar	7	52	8958
		Angara	7	35	8052
2	Khunti	Karra	5	43	5383
		Ekri	9	72	9467
3	Simdega	Simdega Sadar	4	21	5167
		Kurdeg	6	18	7508
4	Gumla	Sisai	5	29	5810

		Bharno	4	27	5504
5	Lohardaga	Kairo	5	24	6037
		Bhandra	5	26	6183
6	Latehar	Manika	5	27	5585
		Barwadih	5	23	6121
7	West Singhbhum	Khuntpani	6	56	6654
		Tonto	4	27	5481
		Sonua	4	34	5919
		Goikera	3	32	5020
8	Saraikela Kharsawana	Rajnagar	7	84	7965
		Kuchai	3	32	4821
		Saraikela	5	66	5595
9	Jamtara	Jamtara Sadar	5	35	5425
		Fatehpur	5	59	6325
10	Dumka	Masalia	5	60	6347
		Gopikandar	6	102	7891
11	Godda	Sunderpahari	5	73	5663
		Boarijor	5	117	6943
12	Pakur	Littipara	4	124	5414
		Amrapara	4	65	5732
13	Sahebganj	Taljhari	5	93	6635
		Borio	5	100	7480
14	East Singhbhum	Dumaria	5	55	6528
		Potka	9	107	10726
Total			<b>169</b>	<b>1779</b>	<b>211053</b>

- The agency will be expected to train local enumerators; supervise data collection, data entry, data analyze; and the reproduction of the final report.
- Train and orient field interviews and enumerators;
- Undertake field data gathering using tested survey tools to address objectives of this
- Collection of Anthropometric details of children aged 0-5 years
- study and apply quality control for field data collection;
- Process and analyze collected survey data;
- Perform quality controls during design, testing, field work, data analysis, and reporting;
- Organize all data collected in a database in MS Excel. This data base will ensure anonymity of survey participants by issuing identification numbers and separating names from survey participants data;
- To review and document the overall process, result, and impact of the project intervention.
- To review the project costs and benefits; and the efficiency of the overall project implementation process and interventions.
- To identify the potential for the replication or scaling up of project best practices.
- To compare the Project's results with base line

- Presentation of findings, conclusions and recommendations;

### **Deliverables**

The following will be the deliverables included in this assignment:

1. Timeline (activities, responsible parties, outputs, and timing) preferably also using a Gant Chart for monitoring the work;
2. Survey report outline;
3. Survey instruments, both quantitative and qualitative data collection instruments and completed questionnaires – Sample will be provided by JTDS to prepare the final questionnaire;
4. Cleaned quantitative and qualitative datasets in MS Excel
5. Draft report;
6. An electronic version of the final Power Point presentation based on the endline report. A presentation to the JTELP Office;
7. Two (2) hard bound copies of the final comprehensive evaluation report with an electronic copy on a DVD or thumb drive that includes, but not limited to, the following:
  - Executive Summary (1-3 pages)
  - An introduction containing the objectives of the Scope of Work and a brief description of the programme Methodology
  - Results and Findings on socio-economic status and against the main outcome indicators of the project;
  - Supported by hard data suggest improvements
  - One electronic folder of any applications, and scripts developed to organise, process and analyse the data.
  - Complete set of the electronic files (s) in MS Excel of clean quantitative data set collected without significant gaps or errors.
  - Electronic folders of any applications, surveys, scripts, codebooks and data collection
  - instruments developed to organize the process and analyse the data
  - Some specific impact quotes from the various stakeholders from interviews and focus group discussions.

### **Time Frame**

For the purpose of the proposal, the firm/agency should present a proposed timeline for completion of the aforementioned activities with an overall duration of no more than 90 days starting with the signing of the agreement. The assignment, including report revisions and all presentations, is expected to take 90 days and must be completed by the end of 90 days.

### **Submission Requirements**

Registered local firms/agencies interested in implementing this assignment is requested to submit the following (typed no smaller than 11 point Times Roman font) in the specific order below in order to be considered for this consultancy:

**Technical proposal:** (not exceeding 20 pages). The technical proposal should reflect how the Agency/Firm will undertake all the tasks in the Scope of work. The firms will provide a detailed plan of specific activities and timetable for carrying out the assignment and data collection and analysis activities. Also, it will include a proposal for the statistical approach/method used to identify



control/treatment groups within identified regions for comparison. A concept note (not more than 3 pages) on how the survey will be undertaken by the applying institution.

**Financial Budget:** The Agency/Firm shall propose a realistic cost estimate for this assignment, including a breakdown of the reimbursable expenses as per the fixed budget mentioned in Clause No.7 of Letter of Invitation. The budget shall include only those costs that can be directly attributed to the activities proposed. All training costs including venue hire, anticipated travel, etc, must be clearly articulated per training. Bidder must show existence of financial and administrative systems to adequately account for funds provided under this assignment.

**Organization:** The firms/agencies shall list and briefly describe the history, vision/objectives, its legal status, type of ownership and management, current projects/services, current clients/grantors, current Geographical Outreach and description of experience. Contact information with full names and addresses, telephone and fax numbers, email addresses, website and the name of not more than 2 persons who have principal responsibility for the application are to be provided.

**Personnel-** The Firms/ Agencies shall list and briefly describe the name and qualifications of the staff proposed to work on the assignment. (CVs of proposed personnel should be included in an Annex). The proposed team composition must be multi-disciplinary preferably including at minimum (i) Evaluation Team Leader -Agricultural Economist, Rural Development Specialist, or related qualifications with expertise in economic development and data collection activities. Specific experience in target areas is desirable; (ii) Statistician and or analyst familiar with quantitative and qualitative data analysis; (iii) Data Entry team; and (iv) Enumerators.

#### **Consultant Evaluation / Selection Process**

The Consultant will be evaluated according to the criteria mentioned above.

- a. JTELP will review submitted proposals after closing date
- b. . Based on reviews, an Agency/ firm will be selected to receive contract;
- c. JTELP will work with the selected Agency/Firm to develop a final scope of work and timeline; and
- d. The Agency/Firm will be required to submit deliverables at the end of the consultancy period.

#### **Submission Due Date**

Submissions must be in English and typed in single space. All pages must be numbered and include the RFP reference number and name of organisation on each and every page.

Technical and Financial Proposal must be submitted in separate closed envelopes and must be put under a single envelope mentioning the title of the work applied for at the top of the envelope to:

Jharkhand Tribal Development Society, Tagore Hill Road, Morabadi, Ranchi, Jharkhand, Pin: 834008 by hand/post/courier by 15:00 hrs on 18/11/2021.

Name of the person who is submitting the proposal should be indicated together with contact details.

Any clarification regarding the assignment can be obtained at the JTDS Office Ranchi.

JTDS reserves the right to fund any, or none of the applications

## **Section VIII – Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations**

### **I. Introduction**

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

### **II. Policy**

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

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

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

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

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

### **C. Scope**

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

### **D. Responsibilities**

#### **(i) Responsibilities of the Fund**

8. The Fund endeavours to prevent, mitigate and combat prohibited practices in its operations and activities. This may include adopting and maintaining:
  - (a) Communication channels and a legal framework designed to ensure that this policy is communicated to IFAD staff and non-staff personnel, vendors, recipients and third parties and that it is reflected in procurement documents and contracts relating to IFAD-financed and/or IFAD-managed activities and operations;
  - (b) Fiduciary controls and supervisory processes designed to support adherence to this policy by IFAD staff and non-staff personnel, vendors, recipients and third parties;

- (c) Measures relating to the receipt of confidential complaints, whistle-blower protection, investigations, sanctions and disciplinary measures which are designed to ensure that prohibited practices can be properly reported and addressed; and
- (d) Measures designed to ensure that the Fund can report individuals and entities that have been found to have engaged in prohibited practices to other multilateral organizations which may be exposed to similar actions by the same individuals and entities and to local authorities in cases where local laws may have been violated.

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

9. When participating in an IFAD-financed and/or IFAD-managed operation or activity, IFAD staff and non-staff personnel, vendors and third parties will:

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

10. When participating in an IFAD-financed and/or IFAD-managed operation or activity, vendors and third parties will maintain all accounts, documents and records relating to that operation or activity for an adequate period of time, as specified in the relevant procurement documents or contract.

**(iii) Responsibilities of recipients**

11. When participating in an IFAD-financed and/or IFAD-managed operation or activity, recipients will take appropriate action to prevent, mitigate and combat prohibited practices. In particular, they will:

- (a) Adopt appropriate fiduciary and administrative practices and institutional arrangements in order to ensure that the proceeds of any IFAD financing or financing managed by the Fund are used only for the purposes for which they were provided;
- (b) During selection processes and/or prior to entering into a contractual relationship with a third party, conduct appropriate due diligence checks of the selected bidder or potential

contractor, including by verifying whether the selected bidder or potential contractor is publicly debarred by any of the IFIs that are signatories to the Agreement for Mutual Enforcement of Debarment Decisions<sup>11</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
  - (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

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<sup>11</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.

- (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>12</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**

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

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

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

**(iii) Suspension or cancellation of loan or grant**

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

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<sup>12</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.