

[Mahila Arthik Vikas Mahamandal]

Request for Proposal

for

Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project

[Quality & Cost Based Selection Method (QCBS]

Ref No: MAVIM/Project Management Software/2025-26

Issue date: 04-07-2025 Submission date: 04-08-2025

Foreword

This bidding document has been prepared by *Mahila Arthik Vikas Mahamandal (MAVIM)* and is based on the 1st edition of the IFAD-issued standard procurement document for simplified requests for proposals available at <u>www.ifad.org/project-procurement</u>. This bidding document is to be used for the procurement of services using QCBS method 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

MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project

[04-07-2025]

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Invitation no. MAVIM/Project Management Software/2025-26

Grant no. \ loan no: 200003648

Dear Sir/ Madam,

- 1. The *Mahila Arthik Vikas Mahamandal (MAVIM)* has received financing from the International Fund for Agricultural Development (IFAD) towards the cost of Nav-Tejaswini MAVIM-Maharashtra, and intends to apply part of the financing for the engagement of consulting services. The use of any IFAD financing shall be subject to IFAD's approval, pursuant to the terms and conditions of the financing agreement, as well as IFAD's rules, policies and procedures. IFAD and its officials, agents and employees shall be held harmless from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any party in connection with Nav-Tejaswini MAVIM-Maharashtra.
- 2. The client now invites a Request for Proposal ("proposal"), for Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini –Project. More details on these services are provided in the terms of reference Section VI.
- **3.** Unless specifically permitted in the RFP, consultants **may not associate** with other shortlisted consultants. Subject to restrictions noted in the RFP, consultants may associate with other non-shortlisted consultants to enhance their capacity to successfully carry out the assignment.
- 4. A consultant will be selected using *Selection Based on Quality and Cost Based Selection (QCBS)* evaluation procedure in accordance with the IFAD Procurement Handbook dated December 2020, which is available at <u>www.ifad.org/project-procurement</u>. The selection process, as described, may include a reference check, prior to contract award.
- 5. The Request for Proposal will be uploaded <u>www.mavimindia.org</u> and advertised/published in Loksathha, and Devnetjobs India, <u>www.devnetjobsindia.org</u> on 4th of July 2025.
- 6. It is not permissible to transfer this invitation to any other firm.
- 7. 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

Section II Instructions to Consultants

MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated 04-07-2025.

- 8. The requested proposal should be submitted no later than 4th August 2025 by 05:00 PM, IST, Mumbai-Maharashtra to the below address.
- **9.** The proposal must remain valid for 90 (ninety) days after the above submission date. During this period, the consultant shall maintain the availability of professional staff nominated in the proposal.
- **10.** Consultants should be aware that distance may require longer than expected delivery time. Late proposals will not be accepted under any circumstances and will be returned unopened to the consultant(s).
- 11. A pre-proposal conference will be held at 11:30 PM on 14th July 2025 through virtually, the link will be provided in the <u>www.mavimindia.org</u> and <u>www.devnetjobsindia.org</u>. Attendance is strongly advised for all prospective consultants or their representatives but is not mandatory. But all prospective participants are strongly advised to attend the pre-proposal conference for better understanding of the assignment. Pre-proposal queries and their response would be uploaded in the <u>www.mavimindia.org</u>, or in <u>www.devnetjobsindia.org</u>.
- **12.** Electronic proposals shall not be accepted.
- 13. Joint ventures are not allowed to participate

Yours Sincerely,

Mahendra Gamare

General Manager Finance & Accounts (Add.Ch.) Mahila Arthik Vikas Mahamandal Griha Nirman Bhawan (MHADA), Mezzanine Floor, Kalanagar, Bandra East), Mumbai- 400051 Email: <u>Procurement.mavim@gmail.com</u>

Section II Instructions to Consultants

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 Operations¹.
- 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, subcontractors, 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 Abuse² 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-managed activity

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¹ The policy is accessible at <u>www.ifad.org/anticorruption_policy</u>.

² The policy is accessible at <u>https://www.ifad.org/en/document-detail/asset/40738506</u>. Section II Instructions to Consultants

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.³
- 5. The technical proposal shall be marked "original" as appropriate. The technical proposals shall be sent to the following address:

³ The policy is accessible at <u>https://www.ifad.org/en/document-detail/asset/41942012</u>. Section II Instructions to Consultants

MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated:04-07-2025.

Managing Director,

Mahila Arthik Vikas Mahamandal Griha Nirman Bhawan (MHADA), Mezzanine Floor, Kalanagar, Bandra East), Mumbai- 400051 Email: <u>Procurement.mavim@gmail.com</u>

- 6. The original 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 *[consultant to insert the time and date of the submission deadline]*".
- 7. The technical proposal shall be based on the technical forms attached in section 3 including the CVs of the proposed staff.
- 8. The evaluation committee shall evaluate the technical proposals on the basis of their responsiveness to the terms of reference, applying the evaluation criteria, sub criteria, and point system specified here below:

Description	Documents & Verification
The Agency should be providing registration as a firm/company/Trust/	Registration Certification
Society as per the prevailing laws of India and operational for the last 10 years.	
The Agency should submit the Average Turnover of Rs. 75 Lakhs for the last 3 financial years (2021-22, 2022-23, 2023-24)	Audited Financial Report and ITR for the Last three FY.
The firm should not have been blacklisted or debarred from public procurement by any Central Government Departments, State Government Department/agencies, Public Sector Undertakings or externally aided projects. Please be advised that suppression of information of blacklisting or debarred will render the proposal rejected.	A self-declaration in appropriate non-judicial stamp paper value and notarized should be attached

Mandatory Criteria

Section II Instructions to Consultants

MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated:04-07-2025.

[Please insert here the evaluation criteria that will be applied for the assignment. Normally, the evaluation grid is based on the following:

riteria, sub-criteria, and point system for the Specific experience of the consultant (as a t				Points					
ExperienceDocuments &Points									
		Verification							
The agency should have an experience in deve based software solutions, particularly for the or external aided project. Strong expertise in t such as Drupal (preferred).	Work Order (with scope of work)	15 points							
1-5 years 1	0 points								
5-10 years 1	5 Points								
		Work Order	15 points						
		Total points for	this criterion	[30 points					
 Total points for this criterion II. Work Plan and Methodology for Implementing the Assignment 1. Work Plan: A clear and comprehensive plan addressing timelines, deliverables, and responsibilities. – 5 points 2. Technical Approach and Methodology: Detailed approach to implementing the assignment. – 10 points 3. Organizational Structure. 5 									
<i>II.</i> Key experts' qualifications and compe	etence for the			<u>.</u>					
 KEY-1: Team Leader (Project Manager) – (KEY-2: Software Developer (10 points) KEY-3: Quality Assurance Engineer (5 point KEY-4: Database Administrator (5 points) KEY-5: Technical Support Specialist (5 points) 	15 points) hts)								
KEY-6: Training Specialist (5 points) Total points for this criterion									

Section II Instructions to Consultants

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IV. Additional relevant experience and competencies - Five (5) years of experience in working with Government of Maharashtra Projects and understanding of regional and cultural diversity of the state. [5 point] Total points for this criterion [5 point] Total points for all criteria 100 [70 point] The minimum technical score (St) required to pass is If none of the proposals reach or exceed the minimum technical score specified in PDS 26.1 the client reserves the right to invite the consultant receiving the highest technical score (St) to negotiate both its technical and financial proposals, subject to receiving IFAD's noobjection. 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 consultant receiving the next highest technical score (St) to negotiate both its technical and financial proposals. The formula for determining the financial scores is the following: The formula for determining the financial scores is the following: Sf = 100 x Fm / F, in which Sf is the financial score, Fm 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 0 F = [20].

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

[For quality and cost-based selection (QCBS), the following should be indicated]: "the total score is calculated by weighting the technical and financial scores and adding them as per the following: 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 follows: Sf = 100x Fm/F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

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; P = the weight given to the financial proposal; T + P = 100) [the project should indicate here the weights. Normally, T = 80 and P = 20. Please indicate the final weights before issuing the document] S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.

- 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: The expected date for contract negotiations is expected to be within [10] days after the opening of the financial proposals and will be held at: -

Managing Director, Mahila Arthik Vikas Mahamandal Griha Nirman Bhawan (MHADA), Mezzanine Floor, Kalanagar, Bandra East), Mumbai- 400051 Email: <u>Procurement.mavim@gmail.com</u>

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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.

16. The consultant is expected to commence the assignment by [10 days] from the of completing of the contract signing formalities.

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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]

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To: Managing Director,

Address:

Mahila Arthik Vikas Mahamandal Griha Nirman Bhawan (MHADA), Mezzanine Floor, Kalanagar, Bandra East), Mumbai- 400051 Email: <u>Procurement.mavim@gmail.com</u>

Ladies and Gentlemen:

Ref: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated:04-07-2025.

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")⁴, beyond those declared in paragraph 12 of this proposal submission form.

Section III Technical Proposal – Standard Forms

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

MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated 04-07-2025.

- 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 <u>anticorruption@ifad.org</u> 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.
- 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 <u>ethicsoffice@ifad.org</u> 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:

Section III Technical Proposal – Standard Forms

MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated 04-07-2025.

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.
- 16. We further certify to have read, understood and agreed to be bound by the Privacy Policy of IFAD (accessible at <u>https://www.ifad.org/en/privacy</u>).

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Yours	sincerel	V
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Authorized signature [In full and initials]:
Name and title of signatory:
Name of firm:
Address:

Section III Technical Proposal – Standard Forms

MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated 04-07-2025.

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

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

B - Consultant's Experience

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[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]

Approx. value of the contract (in current INR):						
Duration of assignment (months):						
Total no. of staff-months of the assignment:						
Approx. value of the services provided by your firm under the contract (in current INR):						
No. of professional staff-months provided by associated consultants:						
Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as project director/coordinator, team leader):						
aff within the assignment:						

Section III Technical Proposal – Standard Forms17MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No.MAVIM/Project Management Software/2025-26, dated 04-07-2025.

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

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

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

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

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

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

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

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

Form TECH-5 Team Composition and Task Assignments

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

 Section III Technical Proposal – Standard Forms
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 MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated:04-07-2025.

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:

Section III Technical Proposal – Standard Forms

MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated 04-07-2025.

11.Detailed tasks assigned	12. Work undertaken that best illustrates capability to handle the tasks assigned
[List all tasks to be performed under this assignment]	[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.]
	Name of assignment or project:
	Year:
	Location:
	Client:
	Main project features:
	Positions held:
	Activities performed:

13. Certification:

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

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

Full name of authorized representative:

Form TECH 7: Staffing Schedule⁵

NO	Name of staff				S	taff inp	ut (in tł	e form	of a ba	r chart) ⁶	5				Tot	al staff-mo	onth input
N°	Name of staff	1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ⁷	Total
Foreign			·														
1		[Home]															
1		[Field]															
2																	
2																	
3																	
5																	
4																	
•																	
n																	
											Subto	tal					

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

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

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

Section III Technical Proposal – Standard Forms

MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated:04-07-2025.

Local										
1	[Home]									
1	[Field]									
2										
2										
2										
3										
n										
						Subtotal				
						Total				

Full time input Part time input

•

Section III Technical Proposal – Standard Forms

MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated:04-07-2025.

Form TECH 8: Work Schedule

NIO		Days/Months ⁸												
N°	Activity	1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
n														

⁸ Duration of activities shall be indicated in the form of a bar chart.

Section III Technical Proposal – Standard Forms

MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated:04-07-2025.

Section IV. Financial Proposal – Standard Forms

- FIN-1 Financial Proposal Submission Form
- FIN-2 Financial Proposal

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Form FIN-1 Financial Proposal Submission Form

[Location, date]

To:

Dear Sir:

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 figures⁹]*. 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 below¹⁰:

Name and address	Amount and	Purpose of commission
of agent's	currency	or gratuity

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

Yours sincerely,

Section IV Financial Proposal – Standard Forms

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

¹⁰ 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." 28

MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated 04-07-2025.

Authorized signature [In full and initials]:	
Name and title of signatory:	
Name of firm:	

Address: _____

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Form FIN-2 Financial Proposal

Note *: Please add, remove, rename columns as needed

Categories	Unit	Quantity	Unit Rate	Total amount inINR
(1) Remuneration in INR				
Team Leader (Project Manager	Day/months			
Software Developer				
Quality Assurance Engineer				
Database Administrator				
Technical Support Specialist				
Training Specialist				
Subtotal remuneration	weeks			
(2) Reimbursable				
Subsistence allowance	Day			
Local transportation costs	Trip			
Subtotal reimbursement				
(3) Miscellaneous expenses				
Drafting, reproduction of reports	day			
Subtotal 3: miscellaneous expenses				
GRAND TOTAL (1+2+3)				

Section IV Financial Proposal – Standard Forms

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Section V. Terms of Reference

Development of Integrated Web-Based Project Monitoring & Management Software

1. Background:

Mahila Arthik Vikas Mahamandal (MAVIM) is the State Women's Development Corporation of Maharashtra, working to empower women by improving their socio-economic status. The Nav Tejaswini Scheme is one of MAVIM's flagship initiatives that aims to promote women's entrepreneurship, livelihood enhancement, and financial inclusion. To efficiently monitor and manage the implementation of the sub-projects under this scheme, MAVIM intends to develop a web-based software solution.

2. Objectives of the Assignment:

The primary objective of this assignment is to design, develop, and implement a user-friendly, secure, and scalable web-based software to facilitate real-time monitoring, reporting, and management of the Nav Tejaswini Scheme sub-projects. The system will enable MAVIM to:

- i. Track the progress of various sub-projects (Farm, Non-farm, Off-farm).
- ii. Manage beneficiary information.
- iii. Monitor financial disbursements and utilization.
- iv. Generate analytical and compliance reports, including Monthly, Yearly, and 6-Month Reports.
- v. Facilitate communication and coordination between stakeholders.
- vi. Implement different types of workflows, and provide varying levels of access to users with distinct roles.
- vii. Maintain all necessary documents.
- viii. Provide all SOP.
- ix. Incorporate ability to define tasks, assign owners, set deadlines, link tasks, identify critical paths, provide status updates and task completion indicators.
- x. Provide visual timelines for planning and monitoring with Gantt charts
- xi. Identify and track key deliverables and deadlines.
- xii. Incorporate risk and issue management related functions.
- xiii. Prepare Dashboards, custom reports to track key Performance Indicators, including physical and financial targets and achievements.
- xiv. Provide cloud access and mobile support.

3. Scope of Work:

The selected agency will be responsible for the following:

3.1 System Analysis and Requirement Gathering:

- Engage with MAVIM stakeholders to understand the scheme's requirements.
- Document functional and non-functional requirements.
- Develop a detailed Software Requirement Specification (SRS) document.
- Coordinate with the MIS/ MAVIM IT Expert team.

3.2 Software Development:

• Design and develop the web-based software using modern, scalable technologies.

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• Develop a different module as per requirement.

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MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated:04-07-2025.

- Key features:
 - Beneficiary registration and management module.
 - Sub-project tracking module.
 - Financial monitoring module (including fund disbursement and utilization tracking).
 - Reporting and analytics dashboard with different report levels (MTR, monthly, yearly, and 6-month reports).
 - \circ $\;$ Role-based user access and permissions.
 - Notification and communication system.
 - Different workflow configurations based on user needs.

3.2 Software Development

Develop a modular system with these core components:

• Sub-Project Management Module

- Register and track all sub-projects by all category (Agri-processing, Vegetable Processing, Livestock, Garment, etc.).
- Record IFAD, convergence, and SHG contributions.
- Monitor performance metrics: turnover, sales, profit, and investment.

• DPR-Based Monitoring Module

- Pre-load standard indicators from DPRs.
- Enable real-time data entry and updates by CRPs, Sahayoginis, and CMRCs.
- Differentiated workflows based on sub-project types.
- ME Loan & Credit Plan Tracking Module
 - Track credit plan submissions and ME loan disbursements.
 - Monitor repayment, interest subsidy, and usage.

• SHG & Member Integration

- Sync data with MICROLEKHA (SHG and member-level profile & activity).
- Allow member-specific tracking linked to project and financial outcomes.

• Financial Progress Dashboard

- Integrate with **Tally** to monitor fund flow, utilization, and reconciliation.
- Include audit trail features.
- Reporting & Analytics
 - Generate reports: monthly, quarterly, half-yearly, and annual.

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MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated:04-07-2025.

 Custom dashboards for MAVIM HQ Level, Divisional Level, District Level, CMRCs. & Centre/ Sub Project Level

• User & Role Management

- Multi-tier access for stakeholders: CMRCs, District Coordinators, Regional and State level.
- Secure login, audit logs, role-specific dashboards.

• Notification & Workflow System

• Reminders and alerts for pending tasks, data entry deadlines, and validations.

• Document Management System

• Upload and tag DPRs, financial documents, field visit reports, and approvals.

3.3 Integration & Compatibility

- **Two-way sync** with **MICROLEKHA**.
- Interface with **Tally** via API or Excel upload for financial tracking.
- Enable View / import/export in Excel, CSV, and PDF

3.4 Testing & Quality Assurance

- Conduct unit, integration, and security testing.
- Field-test pilot modules in selected districts.
- Fix bugs and optimize usability.

3.5 Deployment & Hosting

- Host on MAVIM's designated cloud or government-approved infrastructure.
- Implement data privacy and compliance with Maharashtra State Data Policy.

3.6 Training & Support

- Train CRPs, Sahayoginis, CMRC and District, Regional and State Level Officers.
- Provide training manuals, video tutorials, and on-call support.
- Ensure at least 12 months of post-deployment technical support.
- The agency should provide ongoing technical support and training post-deployment.

4. WORKHOW Summary								
Stage Actors		Activities						
Sub-project Planning District, CMRC		Upload DPRs, assign workflows						
Field Data EntryCRP, Sahayogini		Fill sub-project progress, ME loan usage, indicators						

4. Workflow Summary

Section VI Standard Forms of Contract

MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated:04-07-2025.

System Integration Technical team		Sync with MICROLEKHA and Tally					
Monitoring	District Officers, M&E	Review dashboard, approve updates					
Reporting	MAVIM HQ	Generate program reports, AWBP status, IFAD compliance					

5. Timeline:

The assignment should be completed within 8 (Eight) months from the date of signing contract.

Activity	Deliverables	Month	Payment
Inception meet	Month 1	20 %	
System Analysis and Requirement Gathering	and Requirement - Document functional and non-functional requirements.		15 %
Software Development - Phase 1	- Design the architecture of the web-based software Develop the Beneficiary Registration and Management Module Develop the Sub-Project Tracking Module.		
Software Development - Phase 2	- Develop the Financial Monitoring Module Develop the Reporting and Analytics Dashboard Implement Role-Based User Access and Permissions.	Month 3 to 6	40 %
Software Development - Phase 3	- Develop Notification and Communication System Implement Workflow Configurations Begin integration with MAVIM's existing systems.		
Testing and Quality Assurance	- Conduct functional, performance, and security testing Resolve identified issues Prepare for deployment.	Month 7	
Deployment, Training & Certificate	 Deploy the software on MAVIM's preferred infrastructure Provide training to MAVIM staff on software usage Develop user manual and training materials. Provide Intellectual Property (IP), domain ownership and others to MAVIM. 	Month 8	25%

6. Schedule of activities and deliverables:

Section VI Standard Forms of Contract

MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated:04-07-2025.

7. Skills and Qualifications:						
Role	Skills and Qualifications	Experience				
Team Leader (Project Manager)	 BE Computer or IT, B. Tech Computer or IT, MCA, MBA- IT, MSC IT/ CS from a reputed College/University Strong leadership, with communication, problem-solving skills. Knowledge of all phases of the software development life cycle and solution delivery for web, client-server and cloud based system. Risk management and mitigation strategies. Good knowledge of Modern Software engineering principle and best practices. 	- Minimum 10 years of experience in project management, business analyst, requirement gathering and documentation				
Software Developer	BE Computer or IT, B. Tech Computer or IT, MCA, MBA- IT, MSC IT/ CS from a reputed College/University -Proficiency in web development technologies (e.g., HTML, CSS, JavaScript, PHP, Drupal) - Experience with database management (e.g., MySQL) - Knowledge of API integration.	- Minimum 5 years of experience in software development, developing web-based applications, preferably with Drupal				
Quality Assurance Engineer	 BE Computer or IT, B. Tech Computer or IT, MCA, MBA- IT, MSC IT/ CS from a reputed College/University Strong understanding of testing methodologies (functional, performance, security) Experience with automated testing tools - Attention to detail and problem-solving skills 	- Minimum 3 years of experience in software testing, testing web applications and fluency with testing frameworks				
BE Computer or IT, B. Tech Computer or IT, MCA, MBA- IT, MSC IT/ CS from a reputed College/UniversityDatabase Administrator		- Minimum 3 years of experience as a database administrator, managing databases for web applications, data migration and backup strategies.				

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Section VI Standard Forms of Contract

MAVIM: Hiring an Agency for Project Management Software under MAVIM Nav Tejaswini -Project, Ref. No. MAVIM/Project Management Software/2025-26, dated:04-07-2025.

Role	Skills and Qualifications	Experience
– Knowledge of data security and privacy regulations		
Technical Support Specialist		
Training Specialist	- Strong presentation and communication	- Minimum 3 years of experience in developing training materials, training and capacity building, training users on software applications and adult learning principles.
Section VI. Standard Forms of Contract

Draft Contract for Consulting Services

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Contract

This contract ("contract") is entered into this [insert starting date of assignment], by and between the [borrower/recipient or the implementing agency] ("the client") having its principal place of business at [insert client's address], and [insert consultant's name] ("the consultant") having its principal office located at [insert consultant's address].

Whereas, the client wishes to have the consultant perform the services hereinafter referred to, and whereas, the consultant is willing to perform these services now therefore the parties hereby agree as follows:

		Inception mee of Planning R System Analysis and Requirement Gathering	eting with MAVIM and Submission eport. - Engage with MAVIM stakeholders to gather requirements. - Document functional and non- functional requirements.	Month 1 Month 2	20 %			
		Activity	Deliverables	Month	Payment			
		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:						
		The accounts are: For local currency: [insert account number]						
3. P	ayment	The amount of the contract is INR xxxxx <i>[local currency]</i> (the "contract price"). Rupees in words (
2. T	erm	The consultant shall perform the services during the period commencing <i>[please insert start date of the assignment]</i> and continuing through <i>[please insert completion date of the assignment]</i> , or any other period as may be subsequently agreed by the parties in writing. The contract can be terminated (i) should the consultant be performing unsatisfactorily or (ii) to the discretion of the client as defined in clause 15.						
		within	The consultant shall submit to the client the reports in the form and within the time periods specified in Annex C, "consultant's reporting obligations".					
) The consultant shall provide the personnel listed in Annex B, "consultant's personnel", to perform the services.					
1. So	ervices	 (i) The consultant shall perform the services specified in Annex A, "terms of reference and scope of services", which is made an integral part of this contract ("the services"). 						

Section VI Standard Forms of Contract

	1			
		- Develop Software Requirement Specification (SRS) document.		
	Software Development - Phase 1	 Design the architecture of the web-based software. Develop the Beneficiary Registration and Management Module. Develop the Sub-Project Tracking Module. 		
	Software Development - Phase 2	 Develop the Financial Monitoring Module. Develop the Reporting and Analytics Dashboard. Implement Role-Based User Access and Permissions. 	Month 3 to 6	50 %
	Software Development - Phase 3	 Develop Notification and Communication System Implement Workflow Configurations. Begin integration with MAVIM's existing systems. 		
	Testing and Quality Assurance	 Conduct functional, performance, and security testing. Resolve identified issues. Prepare for deployment. 	Month 7	
	Deployment and Training	 Deploy the software on MAVIM's preferred infrastructure. Provide training to MAVIM staff on software usage. Develop user manual and training materials. Provide Intellectual Property (IP) , domain ownership and others to MAVIM 	Month 8	30%
	- Goods	subject to the following taxes: and Services Tax (GST) of India. oplicable as per the society mandate.		
4. Project Administration	Enterp respons accepta	nator. ent designates General Manager – rise as client's coordinator; the sible for the coordination of activities ince and approval of the reports and on t and for receiving and approving in	coordinate under this o of other del	or will be contract, for iverables by

Section VI Standard Forms of Contract

		B. <u>Reports</u> .
		The reports listed in Annex C, "consultant's reporting obligations", shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.
5.	Performance Standards	The consultant undertakes to perform the services with the highest standards of professional and ethical competence and integrity. The consultant shall promptly replace any employees assigned under this contract that the client considers unsatisfactory.
6.	Prohibition of Fraud and Corruption	A. The consultant shall abide by and perform the contract in compliance with the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "IFAD's Anticorruption Policy") ¹¹ . Failure to comply with this policy may lead to termination of contract as set out in clause 15.
		 B. In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, permanently or for a stated period of time, to participate in any IFAD-funded or IFAD-managed activity or operation (debarment). The Fund also has the right to recognize debarments by other International Financial Institutions in accordance with IFAD's Anticorruption Policy.
		C. The consultant will take appropriate measures to inform potential sub- contractors, sub-consultants, consultants, agents and any of its agents or personnel of their obligations under IFAD's Anticorruption Policy and require their compliance with this policy in connection with their involvement in competing for, or executing, this contract.
		D. The consultant is required to complete and sign the attached self- certification form. In particular, the consultant is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.
		E. The consultant is required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this contract or the relevant procurement process and to have such accounts, premises, records and documents audited and/or inspected by auditors or investigators appointed by the Fund or by the client.
		F. The consultant shall keep all records and documents, including electronic records, relating to this contract, its execution and/or the

¹¹ The policy is accessible at: <u>www.ifad.org/anticorruption_policy</u>. Section VI Standard Forms of Contract

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	corresponding bidding process available for a minimum of three (3)
	years after completion of the execution of the contract.
7. Prohibition of Sexual Harassment, Sexual Exploitation and Abuse	The consultant expressly agrees to abide by and to perform the contract in compliance with IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse ¹² , which is an integral part of these conditions of contract for purchase orders. The consultant shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of its personnel and subcontractors or anyone else directly or indirectly employed by the consultant or any of its subcontractors in the performance of the contract. The consultant shall immediately report to the client or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.
8. Confidentiality	The consultant shall not, during the term of this contract and within two years after its expiration, disclose any proprietary or confidential information relating to the services, this contract or the client's business or operations without the prior written consent of the client.
9. Ownership of Material	The source code will have to be preferably provided to the client and the private data of the beneficiaries will have to be confidential and the Consultant should not use it for any purpose other than the project activities.
10. Consultant Not to be Engaged in Certain Activities	The consultant agrees that, during the term of this contract and after its termination, the consultants and any entity affiliated with the consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the consulting services for the preparation or implementation of the project.
11. Insurance	The consultant will be responsible for taking out any appropriate insurance coverage.
12. Assignment	The consultant shall not assign this contract or sub-contract any portion of it without the client's prior written consent.
13. Law Governing Contract and Language	The contract shall be governed by the laws of law in India and the language of the contract shall be <i>in English</i> .

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¹² The policy is accessible at <u>https://www.ifad.org/en/document-detail/asset/40738506</u>. Section VI Standard Forms of Contract

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14. Dispute Resolution ¹³	Any dispute arising out of the contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the client's country.				
	[or, in case the Client doesn't want to go to arbitration, the following can be mentioned subject to the agreement of the two parties] "any dispute arising out of the contract, which cannot be amicably settled between the parties, shall be referred to the court of competent jurisdiction in the client's country."				
15. Termination	The client may terminate this contract with at least ten (10) business days prior written notice to the consultant after the occurrence of any of the events specified in paragraphs a) through e) of this clause:				
	a) If the consultant does not remedy a failure in the performance of its obligations under the contract within seven (7) business days after being notified, or within any further period as the client may have subsequently approved in writing;				
	b) If the consultant becomes insolvent or bankrupt;				
	c) if the consultant or any of its personnel or agents, or its sub-contractors, sub-consultants, suppliers, or any of their agents or personnel, is found to have engaged in prohibited practices as defined in the IFAD Revised Policy on Preventing Fraud and Corruption in Its Operations and Activities ¹⁴ in any IFAD-funded or IFAD-managed activity or operation, including in competing for, or performing its obligations under, the contract;				
	d) if the supplier is found to have engaged in acts of Sexual Harassment, Sexual Exploitation and Abuse arising out of or in connection with the performance of the contract;				
	e) if the client, in its sole discretion and for any reason whatsoever, decides to terminate this contract.				

For the client

For the consultant

Signed by _____

Signed by _____

¹³ In case of a contract entered into with a foreign consultant, the following provision may be substituted for paragraph 14: "Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force." ¹⁴ The policy is accessible at <u>www.ifad.org/anticorruption_policy</u>.

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Title:	Title:

List of Annexes

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- Annex A: Terms of reference and scope of services
- Annex B: Consultant's personnel
- Annex C: Consultant's reporting obligations
- Annex D: Financial offer of the consultant
- Annex E: Consultant's self-certification form

Annex A: Terms of Reference and Scope of Services

[Please insert terms of reference. A template is available at <u>www.ifad.org/project-procurement</u>]

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Annex B: Consultant's Personnel

[List consultant's personnel]

Annex C: Consultant's Reporting Obligations

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

Annex D: Financial Offer of the Consultant

[insert financial offer]

Annex E: Consultant's Self-Certification Form

This self-certification form is to be completed by the consultant. The consultant shall submit the completed form together with the signed contract agreement to, *Nav Tejaswini*, *MAVIM* Instructions for completing this form are provided below.

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

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

Authorized signature: _____ Date: _____

Printed name of signatory: _____

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- □ The consultant certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract.
- □ The consultant declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")¹⁵ and/or temporary suspensions have been imposed on the consultant and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

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

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

- □ The consultant certifies that its director(s), proprietor(s), and personnel, and the personnel of its agents, sub-consultants, sub-contractors, consortium and joint venture partners are **NOT** subject to a criminal conviction, administrative sanctions or investigations for incidents of sexual harassment and sexual exploitation and abuse.
- □ The consultant certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:
 - Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract;
 - Do not have any actual or potential, and do not reasonably appear to have the same legal representative as another consultant for purposes of this proposal or execution of the contract;
 - Do not have any actual or potential, and do not reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the proposal process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;
 - Do not participate and do not potentially or reasonably appear to participate in more than one proposal in this process; and

Section VI Standard Forms of Contract

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.

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

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

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

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

OR

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

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

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

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

¹⁵ The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: http://crossdebarment.org/. Section VI Standard Forms of Contract

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Instructions for completing the self-certification form

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

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

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

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

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

1. Notice of Intent to Award

[This notice of intent to award (NOITA) shall be sent to each consultant that submitted a proposal and shall be addressed to the authorized representative as stated in the instructions to consultants.

Delete all paragraphs written in red font and/or insert the relevant information.

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

For the attention of the consultant's authorized representative

Name: [insert authorized representative's name]

Address: [insert authorized representative's address]

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

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

DATE OF TRANSMISSION: [insert date]

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

Procurement title: *[insert]*

Ref no: [insert]

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

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

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

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

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

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
 - (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;

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- (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;

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- (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 Decisions¹⁶ 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

 ¹⁶ The Agreement for Mutual Enforcement of Debarment Decisions, dated 9 April 2010, was signed by five of the leading IFIs, namely, the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank and the World Bank Group.
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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 IFADmanaged 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.

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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

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(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.¹⁷

(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

 ¹⁷ 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.
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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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