

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No: MBMA/MLAMP/F&A/92/2018/20

Selection of Consultant “Engagement of Internal Auditor for Meghalaya Livelihoods and Access to Market Project (M-LAMP)”

Client: Meghalaya Basin Management Agency (MBMA)

Country: INDIA

Project: Meghalaya - Livelihoods and Access to Markets (Megha-LAMP)

Issued on: May 6, 2019

TABLE OF CLAUSES

| | |
|--|----|
| PART I..... | 1 |
| Section 1. Letter of Invitation | 1 |
| Section 2. Instructions to Consultants and Data Sheet | 1 |
| A. General Provisions | 3 |
| 1. Definitions..... | 3 |
| 2. Introduction..... | 5 |
| 3. Conflict of Interest | 5 |
| 4. Unfair Competitive Advantage | 6 |
| 5. Corrupt and Fraudulent Practices..... | 7 |
| 6. Eligibility | 7 |
| B. Preparation of Proposals..... | 9 |
| 7. General Considerations..... | 9 |
| 8. Cost of Preparation of Proposal | 9 |
| 9. Language..... | 9 |
| 10. Documents Comprising the Proposal..... | 9 |
| 11. Only One Proposal..... | 9 |
| 12. Proposal Validity | 9 |
| 13. Clarification and Amendment of RFP | 10 |
| 14. Preparation of Proposals – Specific Considerations | 11 |
| 15. Technical Proposal Format and Content..... | 12 |
| 16. Financial Proposal..... | 12 |
| C. Submission, Opening and Evaluation | 13 |
| 17. Submission, Sealing, and Marking of Proposals | 13 |
| 18. Confidentiality | 14 |
| 19. Opening of Technical Proposals | 14 |
| 20. Proposals Evaluation..... | 15 |
| 21. Evaluation of Technical Proposals..... | 15 |
| 22. Financial Proposals for QBS..... | 15 |
| 23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods) ... | 15 |
| 24. Correction of Errors | 16 |
| 25. Taxes | 17 |
| 26. Conversion to Single Currency | 17 |
| 27. Combined Quality and Cost Evaluation | 17 |
| D. Negotiations and Award..... | 18 |
| 28. Negotiations | 18 |
| 29. Conclusion of Negotiations..... | 19 |
| 30. Award of Contract..... | 19 |
| E. Data Sheet..... | 20 |

| | |
|---|-------------------------------------|
| Section 3. Technical Proposal – Standard Forms | 27 |
| Checklist of Required Forms | 27 |
| Form TECH-1 | 28 |
| Form TECH-2 | 31 |
| Form TECH-3 | 33 |
| Form TECH-4 | Error! Bookmark not defined. |
| Form TECH-5 | 35 |
| Form TECH-6 | 36 |
| Section 4. Financial Proposal - Standard Forms | 41 |
| Section 5. Eligible Countries | 47 |
| Section 6. IFAD Policy – Corrupt and Fraudulent Practices | 49 |
| Section 7. Terms of Reference | 51 |
| PART II | 51 |
| Section 8. Lump Sum form of Contract | 68 |

PART I

Section 1. Letter of Invitation

RFP No. MBMA/MLAMP/F&A/92/2018/20

Megha- LAMP

Shillong, Meghalaya

Date: May 6, 2019

To: All eligible Consultant CA Firms interested in submitting a Proposal

Dear Sir,

1. The *Government of India*, hereinafter called “Borrower” has received financing from the International Fund for Agricultural Development (the “FUND”) in the form of a “Loan” hereinafter called “Loan” toward the cost of Meghalaya – Livelihoods and Access to Markets Project (Megha – LAMP). Meghalaya Basin Management Agency (MBMA), an implementing agency of the Project (the “Client”), intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the FUND will be made only at the request of the *State Project Implementation Unit of MBMA, Shillong* and upon approval by the FUND, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Fund, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”): **Engagement of Internal Auditor for Meghalaya Livelihoods and Access to Market Project (M-LAMP)**. More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been advertised for all eligible consultant CA firms.
4. It is not permissible to transfer this invitation to any other firm.
5. A firm will be selected under Quality and Cost Based Selection (*QCBS*) procedures and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the FUND.
6. The RFP includes the following documents:

Section 1 - Letter of Invitation
Section 2 - Instructions to Consultants and Data Sheet
Section 3 - Technical Proposal FTP- Standard Forms
Section 4 - Financial Proposal - Standard Forms
Section 5 –Eligible Countries
Section 6 – Fund’s Policy – Corrupt and Fraudulent Practices
Section 7 - Terms of Reference
Section 8 - Standard Forms of Contract – Lump-Sum Contract

7. Details on the proposal’s submission date, time and address are provided in Clauses 17.7 and 17.9 of the ITC.

Yours sincerely,

Dr. D. Vijay Kumar, IAS
Project Director
State Project Implementation Unit
Meghalaya Basin Management Agency
Office of Meghalaya Basin Development Authority
Campus of Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills,
Shillong – 793003; India
Email: mbdaprocurement@gmail.com

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Guidelines” means the policies of the Fund governing the selection and Contract award process as set forth in this RFP.
- (c) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) “Borrower” means the Government, Government agency or other entity that signs the *[loan/financing/grant¹]* agreement with the Fund.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (g) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (h) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (i) “Day” means a calendar day.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

- (k) “Fund” means International Fund for Agricultural Development (IFAD)
- (l) “Government” means the government of the Client’s country.
- (m) “IFAD” means International Fund for Agricultural Development (IFAD)
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (q) “LOI” (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.
- (r) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (s) “Proposal” means the Technical Proposal and the Financial Proposal of the Consultant.
- (t) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.
- (u) “SRFP” means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

- (v) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (w) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while remaining responsible to the Client during the performance of the Contract.
- (x) “TORs” (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant’s Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Fund.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Fund's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Fund throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Corrupt and Fraudulent Practices

5.1 The Fund requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Fund to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Fund.

6. Eligibility

6.1 The Fund permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Fund-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Fund in the Applicable Guidelines.

6.3 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

6.3.1 A firm or an individual sanctioned by the Fund in accordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Fund-financed contract, or to benefit from a Fund-financed contract, financially or otherwise, during such period of time as the Fund shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Fund is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for Government-owned Enterprises

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

d. Restrictions for public employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring

(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

B. Preparation of Proposals

- 7. General Considerations** 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.
- 8. Cost of Preparation of Proposal** 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.
- 9. Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal** 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal** 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity** 12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

**a. Extension of
Validity Period**

12.4 The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**b. Substitution of
Key Experts at
Validity
Extension**

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a replacement Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a replacement Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Fund's no objection.

**c. Sub-
Contracting**

12.9 The Consultant shall not subcontract the whole of the Services.

**13. Clarification and
Amendment of
RFP**

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in

writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts,

failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

**15. Technical
Proposal Format
and Content**

15.1 The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**16. Financial
Proposal**

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

**a. Price
Adjustment**

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

**c. Currency of
Proposal**

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

**d. Currency of
Payment**

16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside of a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) shall be placed inside of a sealed envelope clearly marked "**FINANCIAL PROPOSAL**" followed by the name of the assignment, reference number, name and address of the Consultant, and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE** [insert the time and date of the submission deadline indicated in the Data Sheet]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Fund's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Fund on any matter related to the selection process, it should do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public

auditor or independent authority until they are opened in accordance with Clause 23 of the ITC.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Fund issues its “no objection”, if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client’s evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

23. Public Opening of Financial Proposals

23.1 After the technical evaluation is completed and the Fund has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-

**(for QCBS, FBS,
and LCS methods)**

responsive to the RFP and TOR or did not meet the minimum qualifying technical score (and shall provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing. The Client shall simultaneously notify in writing those Consultants that have achieved the minimum overall technical score and inform them of the date, time and location for the opening of the Financial Proposals. The opening date should allow the Consultants sufficient time to make arrangements for attending the opening. The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.2 The Financial Proposals shall be opened by the Client's evaluation committee in the presence of the representatives of those Consultants whose proposals have passed the minimum technical score. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Fund.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

**a. Time-Based
Contracts**

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal,

apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality- and Cost-Based Selection (QCBS)

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

b. Fixed-Budget Selection(FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations

28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Fund.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Fund's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Award of Contract

30.1 After completing the negotiations the Client shall obtain the Fund's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other shortlisted Consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

Instructions to Consultants

E. Data Sheet

| A. General | |
|------------------------------------|--|
| ITC Clause Reference | |
| 1 (c) | 1. Applicable Law shall mean laws of the Republic of India |
| 2.1 | Name of the Client: Meghalaya Basin Management Agency (MBMA) Method of selection: Quality and Cost Based Selection (QCBS) |
| 2.2 | Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: “Engagement of Internal Auditor for Meghalaya Livelihoods and Access to Market Project (M-LAMP)” |
| 2.3 | A pre-proposal conference will be held: Yes Date of pre-proposal conference: May 17, 2019 Time: 11.00 AM Address: Meghalaya Basin Management Agency, Office of Meghalaya Basin Development Authority, Campus of Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Shillong - 793003 Email ID: mbdaprocurement@gmail.com Contact person/conference coordinator: Chief Financial Officer, MBMA |
| 2.4 | <i>Not Applicable</i> |
| 4.1 | <i>Not Applicable</i> |
| B. Preparation of Proposals | |
| 9.1 | This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language. |

| | |
|--------|--|
| 10.1 | <p>The Proposal shall comprise the following:</p> <p><u>For FULL TECHNICAL PROPOSAL (FTP):</u> 1st Inner Envelope with the Technical Proposal: (2) Power of Attorney to sign the Proposal (3) TECH-1 (4) TECH-2 (5) TECH-3 (6) TECH-4 (7) TECH-5 (8) TECH-6</p> <p>AND</p> <p>2^d Inner Envelope with the Financial Proposal (if applicable): (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Statement of Undertaking (if required under Data Sheet 10.2 below)</p> |
| 10.2 | <p>Statement of Undertaking is required Yes[Refer to paragraph (f) in Form TECH-1]</p> |
| 11.1 | <p>Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible</p> <p>Yes</p> |
| 12.1 | <p>Proposals must remain valid for 120 calendar days after the proposal submission deadline i.e. from June 5, 2019 for 120 days till October 4, 2019</p> |
| 13.1 | <p>Clarifications may be requested no later than 10 calendar days prior the proposal submission deadline i.e., until :May 25, 2019</p> <p>The contact information for requesting clarifications is: Address: Meghalaya Basin Management Agency, Office of Meghalaya Basin Development Authority, Campus of Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Shillong - 793003</p> <p>Email ID: mbdaprocurement@gmail.com</p> |
| 14.1.2 | <p>Estimated requirement of key experts is 6 Person months per year</p> |

| | |
|------------------------|---|
| 14.1.3 | Not Applicable |
| 14.1.4 and 27.2 | Not Applicable |
| 15.2 | <p>The format of the Technical Proposal to be submitted is: Full Technical Proposal (FTP)</p> <p>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.</p> |
| 16.1 | <p><i>Reimbursable expenses may be given as follows:</i></p> <ul style="list-style-type: none"> <i>(1) a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i> <i>(2) cost of travel by the most appropriate means of transport and the most direct practicable route;</i> <i>(3) cost of office accommodation, including overheads and back-stop support, if applicable;</i> <i>(4) communications costs;</i> <i>(5) cost of reports production (including printing) and delivering to the Client;</i> <i>(7) other allowances where applicable and provisional or fixed sums (if any)]</i> |
| 16.2 | <p>A price adjustment provision applies to remuneration rates:</p> <p>No</p> |
| 16.3 | <p>Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes The Client will reimburse the Consultant for only GST if claimed separately.</p> <p>Information on the consultant's tax obligation in the country may be found on Ministry of Finance, Government of India website. The Consultant shall take advice from his tax consultant and shall suitably provide for his indirect tax liability/ GST in his financial proposal for this assignment. At source deductions, however, shall be made as applicable.</p> |

| | |
|--|--|
| 16.4 | The Financial Proposal shall be stated in local currency: Indian Rupee (INR) |
| C. Submission, Opening and Evaluation | |
| 17.1 | The Consultants shall not have the option of submitting their Proposals electronically. |
| 17.4 | The Consultant must submit: (a) Technical Proposal: one (1) original and 2 copies; and soft copy in Pen drive or CD (b) Financial Proposal: one (1) original. |
| 17.7 and 17.9 | The Proposals must be submitted no later than: Date: June 5, 2019 at 1500 Hrs. (IST) Address: Meghalaya Basin Management Agency, Office of Meghalaya Basin Development Authority, Campus of Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Shillong - 793003 Email ID: mbdaprocurement@gmail.com |
| 19.1 | An online option of the opening of the Technical Proposals is offered: No The opening shall take place at: Meghalaya Basin Management Agency, Office of Meghalaya Basin Development Authority, Campus of Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Shillong - 793003 Date: same as the submission deadline indicated in 17.7. Time: 1530 Hrs. (IST) |
| 19.2 | In addition, the following information will be read aloud at the opening of the Technical Proposals: name of the agency along with sub-consultant if any. |

| | |
|------|---|
| 21.1 | <p>I. Mandatory Criteria which needs to be met for the technical proposal to be considered for further detailed evaluation:</p> <ul style="list-style-type: none"> - must be a registered Chartered Accountant Firm having a minimum 5 years experience in audit - must provide a self-attested copy of registration, PAN number and self-attested copy of PAN card - must provide a self attested copy of GST Registration. - must be listed in the list of CAG empanelled CA firms (self attested copy of Empanelment Certificate) - should not have been blacklisted by Central/State Govt./Govt. agencies and provide a self-declaration by the Firm's authorized representative. - The firm should have an average annual turnover of at least INR 50 Lakhs in the last three financial years. [Audited statement to be submitted for three financial years from 2015 – 2018] <p>II. Criteria, sub-criteria, and point system for the evaluation of the Full Technical Proposals that meet the mandatory criteria in (I) above: 25 Points</p> <p>(i) Specific experience of the Consultant (as a firm) relevant to the Assignment: (25 marks)</p> <ul style="list-style-type: none"> a. Experience with having completed three or more internal audits with a society/trust. [8 marks; copies of contracts to be submitted] b. At least three years of experience of working with government institutions. [8 marks; copies of contract to be submitted] c. Experience of working with externally aided projects like of World Bank, IFAD, ADB etc. [5 marks; copies of contracts to be submitted] d. Experience of working in the North Eastern Region of India. Preference will be given to agencies that have worked in Meghalaya. [4 marks: copies of contract to be submitted] <p>(ii) Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs): 45 points</p> <ul style="list-style-type: none"> (a) Technical Approach and Methodology proposed [20] (b) Work plan [15] (c) Organisation and Staffing [10] |
|------|---|

| | |
|-------------|--|
| | <p>(iii) Key Experts' qualifications and competence for the Assignment: (consultants to refer Section 7 for details on competence required)</p> <p><i>a) Position K-1: Auditor</i> 18</p> <p><i>b) Position K-2: Audit Manager</i> 12</p> <p style="text-align: right;">Total points for criterion (iii): 30</p> <p>The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:</p> <p>1) General qualifications (general education, training, and experience): 20%</p> <p>2) Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments):70%</p> <p>3) Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.): 10%</p> <p style="text-align: right;">Total weight: 100%</p> <p>Total points for the three criteria: 100</p> <p>.....</p> <p>The minimum technical score (St) required to pass is: 70</p> |
| 23.1 | <p>An online option of the opening of the Financial Proposals is offered: No</p> |
| 25.1 | <p>For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as GST, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.</p> |

| | |
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| | |
| 26.1 | Not Applicable |
| 27.1 | <p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>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.</p> <p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 0.75 and P = 0.25</p> <p>Proposals are 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 = 1) as following: $S = St \times T + Sf \times P$.</p> |
| | D. Negotiations and Award |
| 28.1 | <p>Expected date and address for contract negotiations: June 2019</p> <p>Address: Meghalaya Basin Management Agency, Office of Meghalaya Basin Development Authority, Campus of Meghalaya State Housing Financing & Cooperative Society, Upper Nongrim Hills, Shillong - 793003</p> <p>e-mail: mbdaprocurement@gmail.com</p> |
| 30.1 | <p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done on the following website: www.mbda.gov.in</p> <p>The publication will be done within 14 days after the contract signing.</p> |
| 30.2 | <p>Expected date for the commencement of the Services: Date: July, 2019 Shillong, Meghalaya - India</p> |

Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

| Required for FTP or STP (v) | | FORM | DESCRIPTION | Page Limit |
|-----------------------------------|-----|-------------------|--|------------|
| FTP | STP | | | |
| v | v | TECH-1 | Technical Proposal Submission Form. | |
| “v” If applicable | | TECH-1 Attachment | If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement. | |
| “v” If applicable | | Power of Attorney | No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members | |
| v | | TECH-2 | Consultant’s Organization and Experience. | |
| v | | TECH-2A | A. Consultant’s Organization | |
| v | | TECH-2B | B. Consultant’s Experience | |
| v | | TECH-3 | Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client. | |
| v | | TECH-3A | A. On the Terms of Reference | |
| v | | TECH-3B | B. On the Counterpart Staff and Facilities | |
| v | | TECH-4 | Description of the Approach, Methodology, and Work Plan for Performing the Assignment | |
| v | | TECH-5 | Work Schedule and Planning for Deliverables | |
| v | | TECH-6 | Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV) | |

All pages of the original Technical and Financial Proposal shall be initialed by the same authorized representative of the Consultant who signs the Proposal.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: Project Director,
Meghalaya Basin Management Agency,
Office of Meghalaya Basin Development Authority,
Campus of Meghalaya State Housing Financing & Cooperative Society,
Upper Nongrim Hills, Shillong – 793003, Meghalaya

Dear Sirs:

We, the undersigned, offer to provide the consulting services for “**engagement of Internal Auditor for Meghalaya Livelihoods and Access to Market Project (M-LAMP)**” in accordance with your Request for Proposals dated *[Insert Date]* and our Proposal. *[Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”]*

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: “of our letter of intent to form a joint venture” or, if a JV is already formed, “of the JV agreement”} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant’s Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Fund.

- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Fund’s policy in regard to corrupt and fraudulent practices as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by any central government, state government or multilateral institutions. Further, we are not ineligible under the Employer’s country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.
- (g) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Clause 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Consultant (company’s name or JV’s name): _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2 (FOR FULL TECHNICAL PROPOSAL ONLY)

CONSULTANT’S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant’s organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant’s Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant’s role/involvement.

A - Consultant’s Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant’s Experience

1. List only previous similar assignments successfully completed in the last 5 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Consultant’s individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant’s partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

| Duration | Assignment name/ & brief description of main deliverables/outputs | Name of Client & Country of Assignment | Approx. Contract value (in US\$ equivalent)/ Amount paid to your firm | Role on the Assignment |
|----------------------------|---|---|--|------------------------------------|
| | | | | |
| {e.g., Jan.2009– Apr.2010} | {e.g., “Improvement quality of.....”: designed master plan for rationalization of; } | {e.g., Ministry of, country} | {e.g., US\$1 mill/US\$0.5 mil} | {e.g., Lead partner in a JV A&B&C} |
| | | | | |
| {e.g., Jan-May 2008} | {e.g., “Support to sub-national government.....” : drafted secondary level regulations on.....} | {e.g., municipality of....., country} | {e.g., US\$0.2 mil/US\$0.2 mil} | {e.g., sole Consultant} |
| | | | | |

FORM TECH-3 (FOR FULL TECHNICAL PROPOSAL)

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE, COUNTERPART STAFF, AND FACILITIES TO BE PROVIDED BY THE CLIENT

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4 (FOR FULL TECHNICAL PROPOSAL ONLY)

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal (in FTP format):

- a) Technical Approach and Methodology
 - b) Work Plan
 - c) Organization and Staffing}
- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5 (FTP)**WORK SCHEDULE AND PLANNING FOR DELIVERABLES**

| N° | Deliverables ¹ (D-..) | Months | | | | | | | | | | | |
|------------|--|--------|---|---|---|---|---|---|---|---|------|---|-------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | n | TOTAL |
| D-1 | {e.g., Deliverable #1: Report A | | | | | | | | | | | | |
| | 1) data collection | | | | | | | | | | | | |
| | 2) drafting | | | | | | | | | | | | |
| | 3) inception report | | | | | | | | | | | | |
| | 4) incorporating comments | | | | | | | | | | | | |
| | 5) | | | | | | | | | | | | |
| | 6) delivery of final report to Client} | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| D-2 | {e.g., Deliverable #2:.....} | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.

FORM TECH-6 (FTP)

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

| N° | Name | Expert's input (in person/month) per each Deliverable (listed in TECH-5) | | | | | | | | | | Total time-input (in Months) | | | |
|------------------------|-------------------|--|---------|-----------|--|-------|--|-------|-------|-------|--|------------------------------|------|-------|-------|
| | | Position | | D-1 | | D-2 | | D-3 | | D-... | | | Home | Field | Total |
| KEY EXPERTS | | | | | | | | | | | | | | | |
| K-1 | {e.g., Mr. Abbbb} | [Team Leader] | [Home] | [2 month] | | [1.0] | | [1.0] | | | | | | | |
| | | | [Field] | [0.5 m] | | [2.5] | | [0] | | | | | | | |
| K-2 | | | | | | | | | | | | | | | |
| K-3 | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | | |
| Subtotal | | | | | | | | | | | | | | | |
| NON-KEY EXPERTS | | | | | | | | | | | | | | | |
| N-1 | | | [Home] | | | | | | | | | | | | |
| | | | [Field] | | | | | | | | | | | | |
| N-2 | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | | |
| Subtotal | | | | | | | | | | | | | | | |
| Total | | | | | | | | | | | | | | | |

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
- 3 “Home” means work in the office in the expert’s country of residence. “Field” work means work carried out in the Client’s country or any other country outside the expert’s country of residence.

Full time input

Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

| | |
|---|--------------------------|
| Position Title and No. | {e.g., K-1, TEAM LEADER} |
| Name of Expert: | {Insert full name} |
| Date of Birth: | {day/month/year} |
| Country of Citizenship/Residence | |

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

| Period | Employing organization and your title/position. Contact information for references | Country | Summary of activities performed relevant to the Assignment |
|--------------------------|---|---------|--|
| [e.g., May 2005-present] | [e.g., Ministry of, advisor/consultant to... For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister] | | |
| | | | |
| | | | |

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

| Detailed Tasks Assigned on Consultant's Team of Experts: | Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks |
|--|--|
| {List all deliverables/tasks as in TECH- 5 in which the Expert will be involved) | |
| | |
| | |

Expert's contact information: (e-mail....., phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Fund.

| | | |
|--|---|------------------------------|
| Name of Expert | <div style="border-top: 1px solid black; margin: 0 auto; width: 100%;"></div> Signature | {day/month/year} Date |
| Name of authorized Representative of the Consultant (the same who signs the Proposal) | <div style="border-top: 1px solid black; margin: 0 auto; width: 100%;"></div> Signature | {day/month/year} Date |

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration,

FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To:

The Project Director,
Meghalaya Basin Management Agency,
Office of Meghalaya Basin Development Authority,
Campus of Meghalaya State Housing Financing & Cooperative Society,
Upper Nongrim Hills, Shillong – 793003, Meghalaya

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert “including” or “excluding”] of all indirect local taxes in accordance with Clause 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

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 Clause 12.1 of the Data Sheet.

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

| Name and Address of Agents | Amount and Currency | Purpose of Commission or Gratuity |
|-------------------------------|------------------------|--------------------------------------|
| <hr/> | <hr/> | <hr/> |
| <hr/> | <hr/> | <hr/> |

{If no payments are made or promised, add the following statement: “No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution.”}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

In the capacity of: _____

Address: _____

E-mail: _____

{For a joint venture, either all members shall sign or only the lead member/consultant,
in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

| Item | Cost |
|--|---|
| | {Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet; delete columns which are not used} |
| | Indian Rupees |
| Cost of the Financial Proposal | |
| Including: | |
| (1) Remuneration | |
| (2) Reimbursables | |
| <u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1} | |
| Indirect Local Tax Estimates – to be discussed and finalized at the negotiations if the Contract is awarded | |
| (i) GST | |
| (ii) Any other applicable Taxes/CESS | |
| <u>Total Estimate for Indirect Local Tax:</u> | |

Footnote: Payments will be made in the currency(ies) expressed above (Reference to ITC 16.4).

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

| No. | Name | Position (as in TECH-6) | Person-month Remuneration Rate | Time Input in Person/Month (from TECH-6) | Indian Rupee (INR) |
|-------|------------------------|-------------------------|--------------------------------|--|--------------------|
| _____ | Key Experts | | | | |
| K-1 | | | [Home] | | |
| | | | [Field] | | |
| K-2 | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| _____ | Non-Key Experts | | | | |
| N-1 | | | [Home] | | |
| N-2 | | | [Field] | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | Total Costs | | | | |

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

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

| N° | Type of Reimbursable Expenses | Unit | Unit Cost | Quantity | Indian Rupee (INR) |
|-------------|---|----------|-----------|----------|--------------------|
| | {e.g., Per diem allowances**} | {Day} | | | |
| | {e.g., International flights} | {Ticket} | | | |
| | {e.g., In/out airport transportation} | {Trip} | | | |
| | {e.g., Communication costs between Insert place and Insert place} | | | | |
| | { e.g., reproduction of reports} | | | | |
| | {e.g., Office rent} | | | | |
| | | | | | |
| | {Training of the Client's personnel – if required in TOR} | | | | |
| Total Costs | | | | | |

Legend:

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

Section 5. Eligible Countries

In reference to ITC6.3.2, for the information of shortlisted Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Fund’s Policy – Fraud and Corruption

Attachment 1 Fraud and Corruption (Text in this Appendix shall not be modified)

It is IFAD’s policy to require that Borrowers (including beneficiaries of IFAD loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of IFAD-financed Agreements [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or Agreement execution for undue advantage is improper.]. In pursuance of this policy, the IFAD:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party²;
 - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation³;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
 - (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
 - (v) “obstructive practice” is

² For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or Agreement execution. In this context “public official” includes IFAD staff and employees of other organizations taking or reviewing selection decisions.

³ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or Agreement execution; and the “act or omission” is intended to influence the selection process or Agreement execution.

⁴ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁵For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or Agreement execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IFAD investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the IFAD's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Agreement in question;
- (c) will declare mis-procurement and cancel the portion of the Loan allocated to a Agreement if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the Agreement in question, without the Borrower having taken timely and appropriate action satisfactory to the IFAD to address such practices when they occur, including by failing to inform the IFAD in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing IFAD's sanctions procedures, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded an IFAD-financed Agreement, and (ii) to be a nominated⁶ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded an IFAD-financed Agreement.

⁶ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

Section 7. Terms of Reference

Engagement of Internal Auditor for Meghalaya Livelihoods and Access to Market Project (M-LAMP)

A. Background on the Project

1. The Government of Meghalaya is in receipt of a loan from the International Fund for Agricultural Development (IFAD) for a project titled ‘Meghalaya Livelihoods and Access to Markets Project’ (M-LAMP). The project cost is USD 169.90 million inclusive of the loan of USD 50 million, Government of Meghalaya share of USD 49.70 million, Bank credit USD 29.30 million, convergence USD 28.20 million and Beneficiary contribution USD 12.70 million. The Meghalaya Basin Management Agency of the Government of Meghalaya has been notified as the Implementing Agency and the project period is from 2014 – 2022.
2. **The project goal** is to improve family incomes and the quality of life in rural Meghalaya.
3. **Project objective** is to adapt expanded and sustainable livelihood opportunities to the hill environment and to the effect of climate change.
4. **Project Components** : the Project components include –
 - a. Component 1: Integrated natural resource management which includes capacity development and natural resource planning and land, water resources and food crop development.
 - b. Component 2: Rural Finance to establish Integrated Village Cooperative Societies mostly in Project village clusters for providing saving and credit services along with other activities, such as supply of farm inputs and aggregation of production for marketing.
 - c. Component 3: Inclusive Supply Chains and Enterprise Development aims to support and build the capacity of the community to implement

commodity-specific livelihood activities and address issues related to access to markets and finance.

- d. Component 4: Knowledge Services includes integrated activity covering planning, monitoring and evaluation as well as the generation of multi-format, multi-channel knowledge products in support of the project objectives.
 - e. Component 5: Project Management includes the PMU at the State level and 11 DPMUs at the District level.
- 5. **Project coverage** – The project covers 18 Blocks, with about 75 villages in each Block, spreading across the 11 Districts of the State.
 - 6. **Project Implementation** – The Meghalaya Basin Management Agency has put in place the State Project Management Unit at the State level and the District Project Management Units at the district level for implementation of the project.
 - 7. **Project Implementation Guidelines** – The project is being implemented in accordance with IFAD guidelines, which includes Financing Agreement, Project Design Report, Letter to Borrower (LTB), General Conditions of Agriculture Project, Handbook for Financial Reporting & Auditing, and also the Project Agreement, Financial Manual and Procurement Manual. In addition, the Meghalaya Basin Management Agency has to abide by the Subsidiary Agreement it entered upon with the State Government.

B. Internal audit –

- 1. The Project Implementation guidelines includes amongst other thing an Internal Audit to provide the Project Management with report on the efficacy and efficiency of the financial system and internal controls, the degree of risk and efficiency of risk management control, governance and compliance with prevailing laws.

2. Objectives of internal audit

The overall objectives of the audit are :

-
- a) To ascertain the efficiency, effectiveness and economy of the program operation;
 - b) To ascertain and evaluate the adequacy and effectiveness of the financial management and internal control framework;
 - c) To ascertain compliance of the laid down policies, IFAD guidelines, various guidelines, manuals, State Government procedures, prevailing laws, etc., as applicable under the project;
 - d) To review maintenance books of accounts and Quarterly/Annual Financial Statements;
 - e) To identify areas for improvement and critical weaknesses, if any
 - f) To provide Project Management with timely information and recommendations on financial management aspects of the project to enable timely corrective actions, as necessary.

3. Coverage

The Audit will be performed on a semi-annual basis and shall cover the SPMU at the State level and the 11 DPMUs in the eleven districts of the State. The audit will also include a physical verification of the assets and inventory.

4. Scope of work

Scope of work of Auditor : The internal audit should be carried out in accordance with the Indian Auditing & Assurance Standards prescribed by the Institute of Chartered Accountants of India and will include such tests and controls, as necessary for the performance of the audit. The audit will cover the all project activities and project financial transactions. The responsibilities of the internal auditor includes reporting on the adequacy of internal controls, the accuracy and propriety of transactions, the extent to which assets are accounted for and safeguarded, and the level of compliance with IFAD guidelines and State Government guidelines/procedures.

- 1) The specific areas of audit should include the following:
 - a) the accounting and record keeping conform to the prescribed Accounting Standard in India as agreed with IFAD;
 - b) An assessment of the adequacy of the program's financial management system, including internal controls. This would include aspects such as adequacy and

effectiveness of accounting, financial and operational controls exercised by the implementing agencies and suggestions of improvement, if any;

- c) Funds have been utilised in accordance with the relevant financial norms and financial regulations with due attention to economy, efficiency and effectiveness, and only for the purpose for which the financing has been provided;
- d) Generally accepted Accounting Principles are followed by all entities that are authorised to incur expenditure under the Project;
- e) An assessment of efficiency and timeliness of funds flow and reporting (utilisation certificates) mechanism at the level of the DPMU and VECs/IVCS, etc., for the implementation of the project;
- f) Expenditure Statements/UCs are submitted by the VECs/IVCS have been accounted for and disbursement made to them are as per the Project guidelines;
- g) An assessment of the adequacy of delegation of financial powers and controls;
- h) Expenditure incurred are in accordance with the financial norms prescribed in the IFAD guidelines, namely, the Financing Agreement, Letter to Borrower and any other instructions issued by IFAD from time to time and also the Project Agreement, Subsidiary Agreement between the State Government and Meghalaya Basin Management Agency;
- i) Expenditure incurred with reference to the budget allocation and procurement plan consented by IFAD and approved by the Board of Directors of MBMA. In cases where the budget allocation and Procurement Plan is exceeded, whether proper re-appropriation was made with due approval of the competent authority and IFAD;
- j) Adequate and proper supporting documents, namely, purchase orders, tender documents, invoices, vouchers, receipts, pay bills, TA bills, etc., are maintained and linked to the transactions;
- k) Goods, works and services financed have been procured in accordance with relevant IFAD procurement guidelines;
- l) The review of procurement process should also cover the progress on establishing grievance redressal mechanism and feedback provided to unsuccessful bidders;
- m) Reconciliation of Bank Statements and accounts is regularly carried out on a monthly basis and necessary corrections on account of Bank's credits/debits and stale cheques are accounted for concurrently;
- n) Assets: Completeness, existence, recording, safeguard and utilisation for the purpose intended including, physical verification of assets;

-
- o) Ascertain the reliability of integrity, controls, security and effectiveness of the operation of computerized system.
 - p) The internal auditor shall also verify and reconcile Statement of Expenditure /UCs submitted by VECs & IVCS and report the variance in tabulation form for making necessary corrections/adjustments by MBMA while releasing further funds/grants;
 - q) An assessment of the action taken by MBMA on the recommendations provided in the previously half-yearly audit reports;
 - r) The scope of work will additionally include detailed review of the issue of Advances and cash payments for items purchased. The following should cover in the detailed review:
 - i. Advances to VECs/ IVCS:
 - 01) An assessment of system being followed for monitoring of advances; whether ageing analysis is being carried out by MBMA on continuous basis;
 - 02) An assessment of the adequacy of the system of review and approval before the settlement of advance and the evidence of the review being retained;
 - 03) Assess whether fresh advances are being given only after settlement of previous advance;
 - 04) Ascertain the timeliness of settlement of advances;
 - 05) Present a status report of the pending advances.
 - ii. Staff Advances:
 - 01) Review of advances paid to staff, their purpose and if the staff rules in this regard are followed;
 - 02) Review the settlement of staff advances as per the operational rule of the project, if any;
 - 03) Present a status report of the overdue pending staff advances with an opinion on the recoverability of the same;
 - 04) Assess the Staff Advances rules and comment on its adequacy or otherwise.
 - iii. Cash Payments:
 - 01) Review the payments made in cash and advise if same are followed in accordance with the operational guidelines/ Instructions/Orders;

02) Review the record keeping for recording the purchases made against cash and advice if this is sufficient to ensure that programme's fiduciary interest is fully safeguarded;

03) Provide an opinion on adequacy of the limit on cash payments as per the Instructions/Orders.

2) The Scope of audit shall also extend to:

- a) Checking of eligibility of expenditure, the supporting document substantiating the nature and amount of expenditure, compliance with the prevailing laws, financial rules & procedures, financial agreement, letter to borrower, general conditions, procedure guidelines, project agreement and subsidiary agreement.
- b) Checking of correctness of the project books of accounts and financial reports, updating/ reconciliation of bank accounts.
- c) Checking of the monthly/quarterly expenditure statements are prepared correctly in detail to indicate the activity/sub-activity, the expenditure during the month/quarter and cumulative expenditure thereof, the approved budget for the same period, and correlate with the books of accounts, including the outstanding advance, balance of fund, requisition of funds, fund utilization report/certificate and cash forecast for the period quarter as submitted by DPMUs to SPMU.
- d) Checking of quarterly Statements of Expenditure (SOE) submitted by DPMUs to SPMU and by SPMU to IFAD with reported Financial (expenditure) reports and reconciliation thereof, if any.
- e) Checking of the adequacy of records-maintenance in respect of assets acquired by the project, including description, details of cost, identification and location of assets. To carry out physical verification of a sample of assets purchased by the project and comment on its utilization and whether they are adequately safeguarded.
- f) Checking of the regularity due diligence carried out by SPMU and DPMUs in respect of periodical physical verification of assets.
- g) Checks that documents and records maintained for project activities have a nexus with financial documents/records, books of accounts and financial reports of the SPMU and DPMUs.
- h) Checks that the agreed procurement procedure and arrangements have been followed for works, goods and services and basic principles of economy, efficiency and social equity have been followed.
- i) Checks that interim financial reports have been prepared in the format specified in the LTB and are being submitted on time to IFAD.

-
- j) Checks that project annual financial statements have been prepared in accordance with Internal Public Sector Accounting Standards (IPSAS) as specified in the IFAD Handbook for Financial Reporting & Auditing.
 - k) Checking of advances to contractors, project staff, suppliers and service providers and monitoring of settlement thereof.
 - l) Assessment of the effectiveness of design and operation of system of internal check to ensure the prevention of and early detection of defalcation, frauds, misappropriations and misapplications.
 - m) Assessment of the effectiveness of operation of the project's financial management system, review of effectiveness of internal control mechanisms in project implementation, to identify areas of significant inefficiencies in existing systems and suggest necessary remedial measures for improvements if required.
 - n) Review of the efficacy, adequacy and application of accounting, financial and operating controls and thereby ensure the accuracy of the books of accounts.
 - o) Review of efficiency and timeliness of fund flow mechanism at the SPMU and DPMUs, the delay thereof, if any, thereby impacting the timely implementation of the project. The auditor should also identify and report the reasons for such delays, if any, and possible remedial measures.
 - p) Review of cost sharing of expenditure between Govt of Meghalaya and IFAD in accordance with the financing agreement.
 - q) Review of records maintained in respect of procurement, agreement, work/ purchase orders, invoices, receipts, stock registers, etc., and retention of the same for the period as required.
 - r) Review of contract management and compliances as per the terms and conditions of the contract.
 - s) Review of statutory compliances as required, including Income Tax/ TDS matters, PF returns, etc.

5. The Internal audit at the SPMU level shall also bring out the following :

- a) Efficacy and effectiveness of accounting, financial and operational controls;
- b) Security/effectiveness of computerized accounting system;
- c) Efficiency and timely consolidation of expenditure/ expenditure reports;
- d) Management of assets and liabilities;
- e) Timely and correct preparation and submission of Interim Financial Reports and Annual Financial Statements;
- f) Timely and correct preparation and submission of Withdrawal Applications;
- g) Legal compliances; and
- h) The degree of risk and efficiency of risk management control.

6. **Periodicity, timeline and deliverables of internal audit**

- a) The internal audit shall be conducted semi-annually at the SPMU and DPMU level.
- b) Period of audit and submission of audit report:

| Period of audit | Submission of individual reports by the Internal Auditor | Submission of consolidated reports by the Internal Auditor |
|--------------------|--|--|
| April to September | 15 th November | 30 th November |
| October to March | 15 th May | 30 th May |

NB : Individual report refers to audit report in respect of each unit, namely, SPMU and each DPMU on district-wise basis.

- c) Reporting and deliverables: The internal auditor should furnish a half yearly report to the Project Director along with an executive summary of the critical issues/findings that require immediate attention of the senior management.
 - d) Non-submission of Audit Reports within the stipulated period may attract a penalty of 0.5% of the contract value per week basis unless otherwise the justification for the delay is considered and accepted by the competent authority.
7. **Review of the Audit report:** A review committee consisting of the Chief Executive Officer MBMA, the Chief Financial Officer, MBMA and the Project Director/ Additional Project Director of the Project will review the internal audit report and take decision on remedial measures on the issues pointed out in the internal audit.

8. **Payment of Audit Fees**

Payment of audit fees shall be made in two tranches-

Advance before the start of half yearly audit –30% of the Half yearly audit fees

On submission of Half-yearly Audit Report – 40% of the Half yearly audit fees

On acceptance of Half-yearly Audit Report – 30% of the Half yearly audit fees

In addition, travelling expenses, lodging expenses, etc., as per actual, shall also be reimbursed on submission of the Half Yearly Audit Report.

9. **Eligibility Criteria for shortlisting of Service Provider CA Firms**

Service Provider:

- must be a registered Chartered Accountant Firm having a minimum 5 years experience in audit
- must provide a self-attested copy of registration, PAN number and self-attested copy of PAN card
- must be listed in the list of CAG empanelled CA firms (self attested copy of Empanelment Certificate)
- should not have been blacklisted by Central/State Govt./Govt. agencies and provide a self-declaration by the Firm's authorized representative.
- should have the minimum experience as specified below:

| Sl. No | Key Professionals | Description of Services to be provided | Experience | No. of persons |
|--------|--------------------|--|--|----------------|
| 1 | Auditor | Overall coordination & planning, team leadership, reporting, liaison with client | Qualified Chartered Accountant, at least 5 years' experience with expertise in the area of internal audit planning, execution and reporting, empanelled in the list of the CAG of India. | 1 (One) |
| 2 | Audit Manager | Overall coordination & planning, team leadership, reporting, liaison with client | Qualified Chartered Accountant with at least 2 years' experience in the area of internal audit planning, execution and reporting | 1 (One) |
| 3 | Senior Audit Asst. | Vouching and verification of SPMU and DPMU books of accounts | CA (Inter) with 3 years of experience in Accounting, audit and report writing. | 3 (Three) |
| 4 | Junior Audit Asst. | Vouching and verification of SPMU and DPMU books of accounts | Graduate/ CA (Inter) with 1 years of experience in Accounting, audit and report writing. | 3 (Three) |

10. Selection criteria for the Service Provider

- a) The selection of the Service Provider for Megha-LAMP Internal Audit shall be made on the basis of Quality and Cost Based Selection method. Interested Service Provider will be required to submit a Technical Proposal and a Financial Proposal as per Instruction to the Service Provider contained in the Request for Proposal.
- b) The Technical Proposal shall contain the following information:
 - Details or profile of the Service Provider, internal structure and CVs of key staff in the organisation

-
- Experience of key staff for the internal audit
 - Material evidences, namely, Reference letters or contract, in respect of previous experience of similar works
 - Any other documents which may support the Proposal
 - Description of the audit plan proposed to carry out for the internal audit

Please refer to clause 21.1 of the Data Sheet for full evaluation criteria.

11. Contract for Internal Audit.

The Meghalaya Basin Management Agency shall enter into contract with Service Provider for internal audit of the project implementation initially for a period of two years, which may be extendable further on a year to year basis subject to performance and satisfactory completion of the assignment.

12. List of Annexure to ToR:

- i. Annex 1 – Reporting Format
- ii. Annex 2 – Internal Audit Coverage Report
- iii. Annex 3 – Internal Audit Checklist format (Auditor is required to revise as may be required based on the scope of works)

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Annex 1 – Reporting Format

The audit report will be in the form of a Management Letter (including an Executive Summary, highlighting key issues for the management) which will inter alia have the following sections:

- Objective of the audit
- Methodology of the audit
- The status of implementation of the financial management records, system and controls
- The status of compliance of the previous audit report, including major audit observations pending compliance
- The key areas of weaknesses requiring improvement
- Recommendations for improvement and
- The comments from the Project Implementation Unit and concerned authorities/ project officials must be incorporated in the report as Management comments.

Format for Executive Summary:

| Para No | Major Observations | Implication with risk involved | Recommendations for improvement | Auditee's comments/ Agreed Actions | Timeline |
|---------|--------------------|--------------------------------|---------------------------------|------------------------------------|----------|
| | | | | | |
| | | | | | |
| | | | | | |

Annex 2 – Internal Audit Coverage Report

The following Checklist is to be annexed with the internal audit report to highlight the coverage of the audit.

| Particulars | Coverage of audit | | |
|----------------|-------------------|-------------|-----------|
| | Name of the units | Audit units | % Audited |
| SPMU | | | |
| DPMU 1 | | | |
| DPMU 2 | | | |
| DPMU 3 | | | |
| DPMU 4 | | | |
| DPMU 5 | | | |
| DPMU 6 | | | |
| DPMU 7 | | | |
| DPMU 8 | | | |
| DPMU 9 | | | |
| DPMU 10 | | | |
| DPMU 11 | | | |

Annex 3 – Internal Audit Checklist Format

| | Internal Audit Checklist | | |
|--------------|---|--------------------|--------------|
| Sl No | Assessment Parameters/ Internal Checks/Controls | Observation | |
| A | Payment and Receipts | Major | Minor |
| 1 | Are the payments for expenditure in line with the approved annual Work Plan | | |
| 2 | Are the payments properly approved in line with the delegation of financial powers | | |
| 3 | Are the supporting documents filed properly and easily accessible | | |
| 4 | Is there a serial control over payment, receipt and journal vouchers | | |
| 5 | Are the expenditures/ payments charged to the correct head of expenditure/category/component | | |
| 6 | Is the system generated voucher used as the basis for approval of payments | | |
| B | Fund Flow | | |
| 1 | Are there any delays in receiving funds from the State Nodal Department to MBMA | | |
| 2 | Are there any delays in transferring of funds from the SPMU to DPMU and from DPMUs to VECs/IVCS | | |
| 3 | Whether fund transfer to DPMUs is made on quarterly basis | | |
| 4 | What is the average frequency of fund transfer in a year | | |

| | | | |
|----------|---|--|--|
| 5 | Comment on the process fund flow improvement that can be made | | |
| C | VECs/ IVCS | | |
| 1 | Are funds released to VECs/ IVCS in tranches in compliance with the IFAD guidelines | | |

| | | | |
|----------|---|--|--|
| 2 | Are funds released without settlement of previous advance or without receipt of quarterly financial report | | |
| 3 | Are the payments for expenditure in line with the approved Work Plan | | |
| 4 | Are VECs/ IVCS timely in submitting reports to SPMU and, if not, what action have been taken to address the issue | | |
| 5 | Have annual audited financial statement received from the IVCS | | |
| D | Overall Monitoring of Advances | | |
| 1 | Is the system for monitoring and control of advances adequate | | |
| 2 | Are there a large number of advances overdue | | |
| 3 | Is there an ageing report generated for review by the Project Director on a periodic basis | | |
| E | Operation of Bank account | | |
| 1 | Does each unit maintain a separate bank account for the project | | |
| 2 | Are Bank reconciliation carried out regularly, and are there any un-reconciled or un-accounted balances | | |
| 3 | Are payments made by bank transfer and what are the exceptions thereof | | |
| 4 | Is there adequate physical control over cash, receipt book and blank cheque books | | |
| F | Fixed Assets | | |

| | | | |
|----------|---|--|--|
| 1 | Have the procurement procedures prescribed in the Procurement Manual followed by MBMA in procurement of assets | | |
| 2 | Are such procurement supported by adequate and valid supporting documents | | |
| 3 | Are the assets procured documented adequately in the fixed asset register | | |
| 4 | Are the assets procured for utilised strictly for the project | | |
| 5 | Is the book value of the asset recorded in the stock register | | |
| 6 | Is depreciation of the asset made in accordance with the normal rules | | |
| 7 | Is the depreciated book value of the asset recorded regularly and correctly | | |
| G | Purchase of Goods and Services | | |
| 1 | Have the procurement of goods and services for the project been made as per the procedure prescribed in the IFAD Procurement guidelines/Manual | | |
| 2 | Are procurement made as per the approved Annual Procurement plan | | |
| 3 | Are the procurement activities properly and adequately documented and supported by bidding documents, approval of competent authority, supply orders, etc | | |
| 4 | Are the goods received correctly and adequately recorded in the inventory/stock register | | |
| 5 | Are the work/contract of staff, etc., documented in the relevant work/personal files, etc | | |
| 6 | Are Consultancy services and Non-consultancy services procured in accordance with the IFAD guidelines | | |
| 7 | Are the contract for Consultancy services adequately documented, scope of work and deliverables recorded in the contract | | |

| | | | |
|----------|---|--|--|
| 8 | Are the performances of the consultants documented, appraised and review regularly | | |
| 7 | Are the contracts for renewal of the consultancy services been made after proper review of their performances | | |
| H | Accounting | | |
| 1 | Is Tally accounting software in use in the accounting of the financial transaction in the SPMU and DPMUs | | |
| 2 | Are there any constraints from any unit in using the Tally Accounting system | | |
| 3 | Are back up processes adequate | | |
| 4 | Are the ledger heads created in uniformity with the project activities/expenditure heads of accounts | | |
| 5 | Is the accounting of financial transactions up to date | | |
| 4 | Are the Financial Statements generated from the system | | |
| I | Withdrawal Application (WA) | | |
| 1 | Is WA for reimbursable claims prepared correctly as per cost categories prescribed by IFAD | | |
| 2 | Are there any constraints from any unit in preparing the WA correctly | | |
| 3 | Are WAs being submitted timely by DPMUs to SPMU | | |
| 4 | Is the consolidation of WAs (from DPMUs) at SPMU fully computerised or carried out manually | | |
| 5 | Are WAs being generated/prepared and submitted timely to IFAD and CAAA (DEA) | | |
| 6 | Are there any pending disbursement by CAAA in respect of WAs submitted by SPMU | | |
| J | Staff Advances | | |
| 1 | Are advances granted to staff in accordance with the rules/guidelines in force | | |

| | | | |
|----------|--|--|--|
| 2 | Are multiple advances granted when previous advance have not been refunded/recovered | | |
| 3 | A report on overdue advances pending | | |
| K | Other Issues | | |
| 1 | Any other issues that have not been covered in the relevant sections. | | |

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PART II

Section 8. Conditions of Contract and Contract Forms

STANDARD FORM OF CONTRACT

Consultant's Services

Lump-Sum

Contents

| | |
|--|----|
| I. Form of Contract | 75 |
| II. General Conditions of Contract | 79 |
| A. General Provisions | 79 |
| 1. Definitions..... | 79 |
| 2. Relationship Between the Parties..... | 80 |
| 3. Law Governing Contract..... | 80 |
| 4. Language..... | 81 |
| 5. Headings..... | 81 |
| 6. Communications | 81 |
| 7. Location | 81 |
| 8. Authority of Member in Charge..... | 81 |
| 9. Authorized Representatives | 81 |
| 10. Corrupt and Fraudulent Practices..... | 81 |
| B. Commencement, Completion, Modification and Termination of Contract | 82 |
| 11. Effectiveness of Contract | 82 |
| 12. Termination of Contract for Failure to Become Effective | 82 |
| 13. Commencement of Services..... | 82 |
| 14. Expiration of Contract..... | 82 |
| 15. Entire Agreement | 82 |
| 16. Modifications or Variations | 82 |
| 17. Force Majeure | 82 |
| 18. Suspension | 84 |
| 19. Termination | 84 |
| C. Obligations of the Consultant | 86 |
| 20. General | 86 |
| 21. Conflict of Interests..... | 87 |
| 22. Confidentiality | 88 |
| 23. Liability of the Consultant | 88 |
| 24. Insurance to be Taken out by the Consultant..... | 88 |
| 25. Accounting, Inspection and Auditing | 89 |
| 26. Reporting Obligations | 89 |
| 27. Proprietary Rights of the Client in Reports and Records..... | 89 |
| 28. Equipment, Vehicles and Materials | 89 |
| D. Consultant's Experts and Sub-Consultants | 90 |
| 29. Description of Key Experts..... | 90 |
| 30. Replacement of Key Experts..... | 90 |

| | |
|--|-------------------------------------|
| 31. Removal of Experts or Sub-consultants | 90 |
| E. Obligations of the Client | 91 |
| 32. Assistance and Exemptions | 91 |
| 33. Access to Project Site | 91 |
| 34. Change in the Applicable Law Related to Taxes and Duties | 92 |
| 35. Services, Facilities and Property of the Client | 92 |
| 36. Counterpart Personnel | 92 |
| 37. Payment Obligation | 92 |
| F. Payments to the Consultant | 92 |
| 38. Contract Price | 92 |
| 39. Taxes and Duties | 93 |
| 40. Currency of Payment | 93 |
| 41. Mode of Billing and Payment | 93 |
| 42. Interest on Delayed Payments | 94 |
| G. Fairness and Good Faith | 94 |
| 43. Good Faith | 94 |
| H. Settlement of Disputes | 94 |
| 44. Amicable Settlement | 94 |
| 45. Dispute Resolution | 94 |
| Attachment 1: Fund's Policy – Fraud and Corruption | Error! Bookmark not defined. |
| III. Special Conditions of Contract | 97 |
| IV. Appendices | 103 |
| Appendix A – Terms of Reference | 103 |
| Appendix B - Key Experts | 103 |
| Appendix C – Breakdown of Contract Price | 103 |
| Appendix D - Form of Advance Payments Guarantee | 105 |

CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name: Meghalaya Livelihoods and Access To Markets Project (MLAMP)

IFAD Loan No. 200000064800

Contract No.: MBMA/MLAMP/F&A/92/2018/20

between

Meghalaya Basin Management Agency (MBMA)

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, (hereinafter called the “Client”) and, on the other hand, *[name of Consultant]* (hereinafter called the “Consultant”).

*[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “Client”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Consultant”).]*

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the “Services”);
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a loan from the, *International Fund for Agricultural Development (IFAD)* (the “Fund”) toward the cost of the Project and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood that (i) payments by the Fund will be made only at the request of the Client and upon approval by the Fund; (ii) such payments will be subject, in all respects, to the terms and conditions of the loan agreement, including prohibitions of withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Fund, is prohibited by the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the loan agreement or have any claim to the loan proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract(including Attachment 1 “Fund’s Policy – Fraud and Corruption);
 - (b) The Special Conditions of Contract;
 - (c) Appendices:

Appendix A: Terms of Reference

Appendix B: Key Experts

Appendix C: Breakdown of Contract Price

Appendix D: Form of Advance Payments Guarantee

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of :

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

II. General Conditions of Contract

A. GENERAL PROVISIONS

1. Definitions

1.1. Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Guidelines” means IFAD Procurement Guidelines September 2010.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Special Conditions of Contract (SCC)**, as they may be issued and in force from time to time.
- (c) “Borrower” means the Government, Government agency or other entity that signs the financing agreement with the Fund.
- (d) “Client” means the implementing agency that signs the Contract for the Services with the Selected Consultant.
- (e) “Consultant” means a legally-established professional consulting firm or entity selected by the Client to provide the Services under the signed Contract.
- (f) “Contract” means the legally binding written agreement signed between the Client and the Consultant and which includes all the attached documents listed in its paragraph 1 of the Form of Contract (the General Conditions (GCC), the Special Conditions (SCC), and the Appendices).
- (g) “Day” means a working day unless indicated otherwise.
- (h) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GCC 11.
- (i) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or JV member(s) assigned by the Consultant to perform the Services or any part thereof under the Contract.
- (j) “Foreign Currency” means any currency other than the currency of the Client’s country.
- (k) “Fund” mean International Fund for Agricultural Development.
- (l) “GCC” means these General Conditions of Contract.

- (m) “Government” means the government of the Client’s country.
- (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one entity where one member has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was taken into account in the technical evaluation of the Consultant’s proposal.
- (p) “Local Currency” means the currency of the Client’s country.
- (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant to perform the Services or any part thereof under the Contract.
- (r) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.
- (s) “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented but not over-written.
- (t) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (u) “Sub-consultants” means an entity to whom/which the Consultant subcontracts any part of the Services while remaining solely liable for the execution of the Contract.
- (v) “Third Party” means any person or entity other than the Government, the Client, the Consultant or a Sub-consultant.

2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of the Experts and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

- 4. Language** 4.1. This Contract has been executed in the language specified in the **SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 5. Headings** 5.1. The headings shall not limit, alter or affect the meaning of this Contract.
- 6. Communications** 6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in the language specified in Clause GCC 4. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the **SCC**.
- 6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in the **SCC**.
- 7. Location** 7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.
- 8. Authority of Member in Charge** 8.1. In case the Consultant is a Joint Venture, the members hereby authorize the member specified in the **SCC** to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 9. Authorized Representatives** 9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the **SCC**.
- 10. Corrupt and Fraudulent Practices** 10.1. The Fund requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in **Attachment 1** to the GCC.
- a. Commissions and Fees** 10.2. The Client requires the Consultant to disclose any commissions, gratuities or fees that may have been paid or are to be paid to agents or any other party with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Fund.

B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- | | |
|--|--|
| 11. Effectiveness of Contract | 11.1. This Contract shall come into force and effect on the date (the “Effective Date”) of the Client’s notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SCC have been met. |
| 12. Termination of Contract for Failure to Become Effective | 12.1. If this Contract has not become effective within such time period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty two (22) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto. |
| 13. Commencement of Services | 13.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date specified in the SCC. |
| 14. Expiration of Contract | 14.1. Unless terminated earlier pursuant to Clause GCC 19 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SCC. |
| 15. Entire Agreement | 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. |
| 16. Modifications or Variations | <p>16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>16.2. In cases of substantial modifications or variations, the prior written consent of the Fund is required.</p> |
| 17. Force Majeure | |
| a. Definition | 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse |

weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Experts, Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No Breach of Contract

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

c. Measures to be Taken

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:

- (a) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or

- (b) continue with the Services to the extent reasonably possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.

17.9. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses GCC 44& 45.

18. Suspension

18.1. The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Consultant of such notice of suspension.

19. Termination

19.1. This Contract may be terminated by either Party as per provisions set up below:

a. By the Client

19.1.1. The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the Client shall give at least thirty (30) calendar days' written notice of termination to the Consultant in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least five (5) calendar days' written notice in case of the event referred to in (f):

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GCC 18;
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GCC 45.1;

- (d) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Consultant fails to confirm availability of Key Experts as required in Clause GCC 13.

19.1.2. Furthermore, if the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

b. By the Consultant

19.1.3. The Consultant may terminate this Contract, by not less than thirty (30) calendar days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GCC 45.1 within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GCC 45.1.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

c. Cessation of Rights and Obligations

19.1.4. Upon termination of this Contract pursuant to Clauses GCC 12 or GCC 19 hereof, or upon expiration of this Contract pursuant to Clause GCC 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GCC 22, (iii) the Consultant's obligation to permit

inspection, copying and auditing of their accounts and records set forth in Clause GCC 25, and (iv) any right which a Party may have under the Applicable Law.

d. Cessation of Services

19.1.5. Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 19a or GCC 19b, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GCC 27 or GCC 28.

e. Payment upon Termination

19.1.6. Upon termination of this Contract, the Client shall make the following payments to the Consultant:

- (a) payment for Services satisfactorily performed prior to the effective date of termination; and
- (b) in the case of termination pursuant to paragraphs (d) and (e) of Clause GCC19.1.1, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

C. OBLIGATIONS OF THE CONSULTANT

20. General

a. Standard of Performance

20.1 The Consultant shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with the third parties.

20.2. The Consultant shall employ and provide such qualified and experienced Experts and Sub-consultants as are required to carry out the Services.

20.3. The Consultant may subcontract part of the Services to an extent and with such Key Experts and Sub-consultants as may be

approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services.

**b. Law
Applicable to
Services**

20.4. The Consultant shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-consultants, comply with the Applicable Law.

20.5. Throughout the execution of the Contract, the Consultant shall comply with the import of goods and services prohibitions in the Client's country when

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

20.6. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

**21. Conflict of
Interests**

21.1. The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**a. Consultant
Not to Benefit
from
Commissions,
Discounts, etc.**

21.1.1 The payment of the Consultant pursuant to GCC F (Clauses GCC 38 through 42) shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GCC 21.1.3, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-consultants, as well as the Experts and agents of either of them, similarly shall not receive any such additional payment.

21.1.2 Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Fund's Applicable Guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- b. Consultant and Affiliates Not to Engage in Certain Activities**
- 21.1.3 The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-consultants and any entity affiliated with such Sub-consultants, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.
- c. Prohibition of Conflicting Activities**
- 21.1.4 The Consultant shall not engage, and shall cause its Experts as well as its Sub-consultants not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- d. Strict Duty to Disclose Conflicting Activities**
- 21.1.5 The Consultant has an obligation and shall ensure that its Experts and Sub-consultants shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Contract.
- 22. Confidentiality**
- 22.1 Except with the prior written consent of the Client, the Consultant and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Consultant**
- 23.1 Subject to additional provisions, if any, set forth in the SCC, the Consultant's liability under this Contract shall be provided by the Applicable Law.
- 24. Insurance to be Taken out by the Consultant**
- 24.1 The Consultant (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at its (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage specified in the SCC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Consultant shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.

**25. Accounting,
Inspection and
Auditing**

25.1 The Consultant shall keep, and shall make all reasonable efforts to cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs.

25.2 The Consultant shall permit and shall cause its Sub-consultants to permit, the Fund and/or persons appointed by the Fund to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Fund if requested by the Fund. The Consultant's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the Fund's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Fund's prevailing sanctions procedures.)

**26. Reporting
Obligations**

26.1 The Consultant shall submit to the Client the reports and documents specified in **Appendix A**, in the form, in the numbers and within the time periods set forth in the said Appendix.

**27. Proprietary Rights
of the Client in
Reports and
Records**

27.1 Unless otherwise indicated in the **SCC**, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client in the course of the Services shall be confidential and become and remain the absolute property of the Client. The Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software but shall not use the same for purposes unrelated to this Contract without prior written approval of the Client.

27.2 If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the **SCC**.

**28. Equipment,
Vehicles and
Materials**

28.1 Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the

Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment, vehicles and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Consultant or its Experts into the Client's country for the use either for the project or personal use shall remain the property of the Consultant or the Experts concerned, as applicable.

D. CONSULTANT'S EXPERTS AND SUB-CONSULTANTS

- 29. Description of Key Experts** 29.1 The title, agreed job description, minimum qualification and estimated period of engagement to carry out the Services of each of the Consultant's Key Experts are described in **Appendix B**.
- 30. Replacement of Key Experts** 30.1 Except as the Client may otherwise agree in writing, no changes shall be made in the Key Experts.
- 30.2 Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Consultant's written request and due to circumstances outside the reasonable control of the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall forthwith provide as a replacement, a person of equivalent or better qualifications and experience, and at the same rate of remuneration.
- 31. Removal of Experts or Sub-consultants** 31.1 If the Client finds that any of the Experts or Sub-consultant has committed serious misconduct or has been charged with having committed a criminal action, or shall the Client determine that Consultant's Expert or Sub-consultant have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Consultant shall, at the Client's written request, provide a replacement.
- 31.2 In the event that any of Key Experts, Non-Key Experts or Sub-consultants is found by the Client to be incompetent or incapable in discharging assigned duties, the Client, specifying the grounds therefore, may request the Consultant to provide a replacement.
- 31.3 Any replacement of the removed Experts or Sub-consultants shall possess better qualifications and experience and shall be acceptable to the Client.

31.4 The Consultant shall bear all costs arising out of or incidental to any removal and/or replacement of such Experts.

E. OBLIGATIONS OF THE CLIENT

32. Assistance and Exemptions

32.1 Unless otherwise specified in the SCC, the Client shall use its best efforts to:

- (a) Assist the Consultant with obtaining work permits and such other documents as shall be necessary to enable the Consultant to perform the Services.
- (b) Assist the Consultant with promptly obtaining, for the Experts and, if appropriate, their eligible dependents, all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Client's country while carrying out the Services under the Contract.
- (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Experts and their eligible dependents.
- (c) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.
- (d) Assist the Consultant and the Experts and any Sub-consultants employed by the Consultant for the Services with obtaining exemption from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity in the Client's country according to the applicable law in the Client's country.
- (e) Assist the Consultant, any Sub-consultants and the Experts of either of them with obtaining the privilege, pursuant to the applicable law in the Client's country, of bringing into the Client's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Experts and of withdrawing any such amounts as may be earned therein by the Experts in the execution of the Services.
- (f) Provide to the Consultant any such other assistance as may be specified in the SCC.

33. Access to Project Site

33.1 The Client warrants that the Consultant shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. The Client will be

responsible for any damage to the project site or any property thereon resulting from such access and will indemnify the Consultant and each of the experts in respect of liability for any such damage, unless such damage is caused by the willful default or negligence of the Consultant or any Sub-consultants or the Experts of either of them.

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

34.1 If, after the date of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause GCC 38.1

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

35.1 The Client shall make available to the Consultant and the Experts, for the purposes of the Services and free of any charge, the services, facilities and property described in the Terms of Reference (**Appendix A**) at the times and in the manner specified in said **Appendix A**.

**36. Counterpart
Personnel**

36.1 The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in **Appendix A**.

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

**37. Payment
Obligation**

37.1 In consideration of the Services performed by the Consultant under this Contract, the Client shall make such payments to the Consultant for the deliverables specified in **Appendix A** and in such manner as is provided by GCC F below.

F. PAYMENTS TO THE CONSULTANT

38. Contract Price

38.1 The Contract price is fixed and is set forth in the **SCC**. The Contract price breakdown is provided in **Appendix C**.

38.2 Any change to the Contract price specified in Clause 38.1 can be made only if the Parties have agreed to the revised scope of Services

pursuant to Clause GCC 16 and have amended in writing the Terms of Reference in **Appendix A**.

39. Taxes and Duties

39.1 The Consultant, Sub-consultants and Experts are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in the **SCC**.

39.2 As an exception to the above and as stated in the **SCC**, all local identifiable indirect taxes (itemized and finalized at Contract negotiations) are reimbursed to the Consultant or are paid by the Client on behalf of the Consultant.

40. Currency of Payment

40.1 Any payment under this Contract shall be made in the currency(ies) of the Contract.

41. Mode of Billing and Payment

41.1 The total payments under this Contract shall not exceed the Contract price set forth in Clause GCC 38.1.

41.2 The payments under this Contract shall be made in lump-sum installments against deliverables specified in **Appendix A**. The payments will be made according to the payment schedule stated in the **SCC**.

41.2.1 Advance payment: Unless otherwise indicated in the **SCC**, an advance payment shall be made against an advance payment bank guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the **SCC**. Such guarantee (i) is to remain effective until the advance payment has been fully set off, and (ii) is to be in the form set forth in **Appendix D**, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal portions against the lump-sum installments specified in the **SCC** until said advance payments have been fully set off.

41.2.2 The Lump-Sum Installment Payments. The Client shall pay the Consultant within sixty (60) days after the receipt by the Client of the deliverable(s) and the cover invoice for the related lump-sum installment payment. The payment can be withheld if the Client does not approve the submitted deliverable(s) as satisfactory in which case the Client shall provide comments to the Consultant within the same sixty (60) days period. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated.

41.2.3 The Final Payment .The final payment under this Clause shall be made only after the final report I have been submitted by the Consultant and approved as satisfactory by the Client. The

Services shall then be deemed completed and finally accepted by the Client. The last lump-sum installment shall be deemed approved for payment by the Client within ninety (90) calendar days after receipt of the final report by the Client unless the Client, within such ninety (90) calendar day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. 41.2.4 All payments under this Contract shall be made to the accounts of the Consultant specified in the SCC.

41.2.4 With the exception of the final payment under 41.2.3 above, payments do not constitute acceptance of the whole Services nor relieve the Consultant of any obligations hereunder.

42. Interest on Delayed Payments

42.1 If the Client had delayed payments beyond fifteen (15) days after the due date stated in Clause GCC 41.2.2, interest shall be paid to the Consultant on any amount due by, not paid on, such due date for each day of delay at the annual rate stated in the SCC.

G. FAIRNESS AND GOOD FAITH

43. Good Faith

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

H. SETTLEMENT OF DISPUTES

44. Amicable Settlement

44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

45. Dispute Resolution

45.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.

II. General Conditions

Attachment 1 Fraud and Corruption

(Text in this Appendix shall not be modified)

It is IFAD's policy to require that Borrowers (including beneficiaries of IFAD loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of IFAD-financed Agreements [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or Agreement execution for undue advantage is improper.]. In pursuance of this policy, the IFAD:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁷;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation⁸;
- (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁹;
- (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party¹⁰;

⁷ For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or Agreement execution. In this context "public official" includes IFAD staff and employees of other organizations taking or reviewing selection decisions.

⁸ For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or Agreement execution; and the "act or omission" is intended to influence the selection process or Agreement execution.

⁹ For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

¹⁰ For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or Agreement execution.

- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IFAD investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the IFAD’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the Agreement in question;
- (c) will declare mis-procurement and cancel the portion of the Loan allocated to a Agreement if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the Agreement in question, without the Borrower having taken timely and appropriate action satisfactory to the IFAD to address such practices when they occur, including by failing to inform the IFAD in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing IFAD’s sanctions procedures, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded an IFAD-financed Agreement, and (ii) to be a nominated¹¹ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded an IFAD-financed Agreement.

¹¹ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

III. Special Conditions of Contract

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---------------------|--|
| 1.1(b) and 3.1 | The Contract shall be construed in accordance with the laws of Republic of India |
| 4.1 | The language is: English. |
| 6.1 and 6.2 | <p>The addresses are:</p> <p>Client: Meghalaya Basin Management Agency (MBMA)</p> <p>Attention:</p> <p>Address:</p> <p>Email:.....</p> <p>Consultant : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p> |
| 8.1 | <p><i>[If the Consultant consists only of one entity, state “N/A”;</i> <i>OR</i> <i>If the Consultant is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here.]</i></p> <p>The Lead Member on behalf of the JV is _____ <i>[insert name of the member]</i></p> |
| 9.1 | <p>The Authorized Representatives are:</p> <p>For the Client: <i>[name, title]</i> _____</p> <p>For the Consultant: <i>[name, title]</i> _____</p> |
| 11.1 | <p>The effectiveness conditions are the following: Signing of the contract by both the parties</p> |

| | |
|--------------|---|
| 12.1 | Termination of Contract for Failure to Become Effective: The time period shall be 30 days. |
| 13.1 | Commencement of Services: The number of days shall be 10 calendar days. Confirmation of Key Experts' availability to start the Assignment shall be submitted to the Client in writing as a written statement signed by each Key Expert. |
| 14.1 | Expiration of Contract: The time period shall initially be two years from the date of effectiveness of the contract. Any change in the period of assignment will only be made after mutual review by both the parties. |
| 21 b. | The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to a conflict of a nature described in Clause GCC 21.1.3 Yes |

| | |
|-------------------------------|--|
| 23.1 | No Additional Provisions |
| 24.1 | <p>The insurance coverage against the risks shall be as follows:</p> <p>(a) Professional liability insurance, with a minimum coverage of amount equivalent to the total value of the contract in Rupees.*</p> <p>b) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicle Act, 1988;</p> <p>c) Third Party liability insurance, with a minimum coverage of 10% of the contract amount;</p> <p>*The amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</p> |
| 27.2 | The Consultant shall not use any documents, software or project related information for purposes unrelated to this Contract without the prior written approval of the Client. |
| 32.1 (a) through (f) | Deleted |
| 38.1 | <p>The Contract price is: _____ <i>[insert amount and currency for each currency as applicable]</i> <i>[indicate: inclusive or exclusive]</i> of local indirect taxes.</p> <p>Any indirect local taxes chargeable in respect of this Contract for the Services provided by the Consultant shall <i>[insert as appropriate: "be paid" or "reimbursed"]</i> by the Client <i>[insert as appropriate: "for" or "to"]</i> the Consultant.</p> <p>The amount of such taxes is _____ <i>[insert the amount as finalized at the Contract's negotiations on the basis of the estimates provided by the Consultant in Form FIN-2 of the Consultant's Financial Proposal.</i></p> |
| 39.1 and 39.2 | The Client warrants that Client will reimburse to the Consultant GST as applicable. |

| | |
|---------------|---|
| | |
| 41.2 | <p>The payment schedule:</p> <p>Payment shall be made as given below. These payments are linked to the deliverables specified in the Terms of Reference (TOR) in Appendix A. Please refer to TOR for extended milestones.</p> <p>Payment of audit fees shall be made in two tranches-</p> <ul style="list-style-type: none"> ➤ Advance before the start of half yearly audit –30% of the Half yearly audit fees ➤ On submission of Half-yearly Audit Report – 40% of the Half yearly audit fees ➤ On acceptance of Half-yearly Audit Report – 30% of the Half yearly audit fees <p><i>All payments will be paid post approvals of respective reports from the competent authorities.</i></p> <p><i>[Total sum of all installments shall not exceed the Contract price set up in SCC38.1.]</i></p> |
| 41.2.1 | <p>The following provisions shall apply to the advance payment and the advance bank payment guarantee:</p> <ol style="list-style-type: none"> (1) An advance payment of 30% of the contract price in Indian Rupees shall be made within 15 days after the receipt of an advance bank payment guarantee by the Client. The advance payment will be set off by the Client in next tranches in equal sums as mentioned in payment schedule. (2) The advance bank payment guarantee shall be in the amount and in the currency of the advance payment. (3) The bank guarantee will be released when the advance payment has been fully set off. |
| 41.2.4 | <p>The accounts are: in Indian Rupee (INR)</p> <p>For local currency: <i>[insert account]</i>.</p> |
| 45.1 | <p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> |

| | |
|--|--|
| | <p>1. <u>Selection of Arbitrators.</u> Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three (3) arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to <i>The Indian Council of Arbitration</i> for a list of not fewer than five (5) nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, <i>The Indian Council of Arbitration</i> shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one (1) arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two (2) arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by The Secretary, <i>The Indian Council of Arbitration</i>.</p> <p>(c) If, in a dispute subject to paragraph (b) above, one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to <i>The Indian Council of Arbitration, New Delhi</i> to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> |
| | <p>2. <u>Rules of Procedure.</u> Except as otherwise stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the Arbitration and Conciliation (Amendment) Act 2015 of India.</p> <p>3. <u>Substitute Arbitrators.</u> If for any reason an arbitrator is unable to perform his/her function, a substitute shall be appointed in the same manner as the original arbitrator.</p> |
| | <p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> |

| | |
|--|--|
| | <ul style="list-style-type: none">(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Shillong, Meghalaya, India.(b) English language shall be the official language for all purposes; and(c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement. |
|--|--|

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[This Appendix shall include the final Terms of Reference (TORs) worked out by the Client and the Consultant during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements and list of deliverables against which the payments to the Consultant will be made; Client's input, including counterpart personnel assigned by the Client to work on the Consultant's team; specific tasks or actions that require prior approval by the Client.]

Insert the text based on the Section 7 (Terms of Reference) of the ITC in the RFP and modified based on the Forms TECH-1 through TECH-5 of the Consultant's Proposal. Highlight the changes to Section 7 of the RFP]

.....

APPENDIX B - KEY EXPERTS

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]

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APPENDIX C – BREAKDOWN OF CONTRACT PRICE

[Insert the table with the unit rates to arrive at the breakdown of the lump-sum price. The table shall be based on [Form FIN-3 and FIN-4] of the Consultant's Proposal and reflect any changes agreed at the Contract negotiations, if any. The footnote shall list such changes made to [Form FIN-3 and FIN-4] at the negotiations or state that none has been made.]

When the Consultant has been selected under Quality-Based Selection method, also add the following:

“The agreed remuneration rates shall be stated in the attached Model Form I. This form shall be prepared on the basis of Appendix A to Form FIN-3 of the RFP “Consultants’ Representations regarding Costs and Charges” submitted by the Consultant to the Client prior to the Contract’s negotiations.

Should these representations be found by the Client (either through inspections or audits pursuant to Clause GCC 25.2 or through other means) to be materially incomplete or

inaccurate, the Client shall be entitled to introduce appropriate modifications in the remuneration rates affected by such materially incomplete or inaccurate representations. Any such modification shall have retroactive effect and, in case remuneration has already been paid by the Client before any such modification, (i) the Client shall be entitled to offset any excess payment against the next monthly payment to the Consultants, or (ii) if there are no further payments to be made by the Client to the Consultants, the Consultants shall reimburse to the Client any excess payment within thirty (30) days of receipt of a written claim of the Client. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with Clause GCC 45.1(d) of this Contract. ”/

APPENDIX D - FORM OF ADVANCE PAYMENTS GUARANTEE*[See Clause GCC 41.2.1 and SCC 41.2.1]**{Guarantor letterhead or SWIFT identifier code}***Bank Guarantee for Advance Payment****Guarantor:** _____ *[insert commercial Bank's Name, and Address of Issuing Branch or Office]***Beneficiary:** _____ *[insert Name and Address of Client]***Date:** _____ *[insert date]* _____**ADVANCE PAYMENT GUARANTEE No.:** _____ *[insert number]* _____

We have been informed that _____ *[name of Consultant or a name of the Joint Venture, same as appears on the signed Contract]* (hereinafter called "the Consultant") has entered into Contract No. _____ *[reference number of the contract]* dated ____ *[insert date]* _____ with the Beneficiary, for the provision of _____ *[brief description of Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of _____ *[insert amount in figures]* () *[amount in words]* is to be made against an advance payment guarantee.

At the request of the Consultant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ *[amount in figures]* () *[amount in words]*¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's a written statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Consultant is in breach of their obligation under the Contract because the Consultant:

- (a) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Consultant has failed to repay;
- (b) has used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultant on their account number _____ at _____ *[name and address of bank]*.

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultant as indicated in certified statements or invoices marked as “paid” by the Client which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the payment certificate or paid invoice indicating that the Consultant has made full repayment of the amount of the advance payment, or on the ___ day of __[month]_____, [year]__,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 revision, ICC Publication No. 758.

[signature(s)]

{Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.}

² Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: “The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client’s written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”