STANDARD REQUEST FOR PROPOSALS

**Selection of Consultancy Firm**

**(Vegetable Value Chain Mapping, Analysis & Design)**

**International Fund for Agricultural Development**

**July 2016**

**CONTENTS**

[Section 1. Letter of Invitation 1](#_Toc453313304)

[Section 2. Instructions to Consultants 3](#_Toc453313305)

[**Data Sheet** 21](#_Toc453313306)

[Section 3. Technical Proposal - Standard Forms 27](#_Toc453313307)

[Section 4. Financial Proposal - Standard Forms 39](#_Toc453313308)

[Section 5. Terms of Reference 53](#_Toc453313309)

[Section 6. Standard Forms of Contract 63](#_Toc453313326)

**REQUEST FOR PROPOSALS**

**RFP # [002]**

**Country: Bhutan**

***Project Name*: Commercial Agriculture & Resilient Livelihoods Enhancement Programmer**

***Loan #*** 2000000627

**Title of Consulting Services: Vegetable Value Chain Mapping,**

**ANALYSIS AND DESIGN**

Section 1. Letter of Invitation

[*if applicable, insert:* Invitation N°…..; Loan N° …..]

[*insert: Location and Date*]

*[Insert: Name and Address of Consultant]*

Dear Mr./Ms.:

1. The Royal Government of Bhutan (hereinafter called “Borrower”) has received financing from the International Fund for Agricultural Development (IFAD) (hereinafter called “loan”) toward the cost of Commercial Agriculture & Resilient Livelihoods Enhancement Programme (CARLEP). The Borrower intends to apply a portion of the funds to eligible payments under the contract for which this Request for Proposals is issued.

2. The Royal Government of Bhutan now invites proposals to provide the following consulting service: Value Chain Mapping, Analysis and Design (Vegetable). More details on the services are provided in the Terms of Reference.

3. A firm will be selected under Quality and Cost Based Selection methodand procedures described in this RFP, in accordance with the policies of the International Fund for Agricultural Development (IFAD) detailed in the Project Procurement Guidelines and its Project Procurement Handbook which can be found at the following website: www.ifad.org.

4. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants (including Data Sheet)

Section 3 - Technical Proposal - Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Forms of Contract

Yours sincerely,

*[insert: Signature, name, and title of Client’s representative]*

# Section 2. Instructions to Consultants

[Definitions 4](#_Toc172356904)

[1. Introduction 5](#_Toc172356905)

[Fraud and Corruption 8](#_Toc172356906)

[Eligibility 10](#_Toc172356907)

[Eligibility of Sub-Consultants 10](#_Toc172356908)

[Origin of Goods and Consulting Services 10](#_Toc172356909)

[Only one Proposal 10](#_Toc172356910)

[Proposal Validity 10](#_Toc172356911)

[2. Clarification and Amendment of RFP Documents 11](#_Toc172356912)

[3. Preparation of Proposals 11](#_Toc172356913)

[Technical Proposal Format and Content 12](#_Toc172356914)

[Financial Proposals 15](#_Toc172356915)

[Taxes 15](#_Toc172356916)

[4. Submission, Receipt, and Opening of Proposals 15](#_Toc172356917)

[5. Proposal Evaluation 16](#_Toc172356918)

[Evaluation of Technical Proposals 17](#_Toc172356919)

[Financial Proposals for QBS 17](#_Toc172356920)

[Public Opening and Evaluation of Financial Proposals
(only for QCBS, FBS, and LCS) 17](#_Toc172356921)

[6. Negotiations 18](#_Toc172356922)

[Technical negotiations 19](#_Toc172356923)

[Financial negotiations 19](#_Toc172356924)

[Availability of Professional staff/experts 19](#_Toc172356925)

[Conclusion of the negotiations 20](#_Toc172356926)

[7. Award of Contract 20](#_Toc172356927)

[8. Confidentiality 20](#_Toc172356928)

*[Note to the Borrower: this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to IFAD, to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)]*

|  |  |
| --- | --- |
| Definitions | (a) “IFAD” means the International Fund for Agricultural Development, Rome, Italy.(b) “Client” means the agency with which the selected Consultant signs the Contract for the Services.(c) “Consultant” means any entity or person that may provide or provides the Services to the Client under the Contract.(d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that are the General Conditions (GC), the Special Conditions (SC), and the Appendices.(e) “Data Sheet” means such part of the Instructions to Consultants used to reflect specific country and assignment conditions.(f) “Day” means calendar day.(g) “Government” means the government of the Client’s country.(h) “Instructions to Consultants” (Section 2 of the RFP) means the document which provides shortlisted Consultants with all information needed to prepare their Proposals.(i) “LOI” (Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the shortlisted Consultants.(j) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the Government’s country; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country.(k) “Proposal” means the Technical Proposal and the Financial Proposal.(l) “RFP” means the Request For Proposal to be prepared by the Client for the selection of Consultants, based on the SRFP.(m) “SRFP” means the Standard Request for Proposals, which must be used by the Client as a guide for the preparation of the RFP.(n) “Services” means the work to be performed by the Consultant pursuant to the Contract.(o) “Sub-Consultant” means any person or entity with whom the Consultant subcontracts any part of the Services.(p) “Terms of Reference” (TOR) means the document included in the RFP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment. |
| 1. Introduction | 1.1 The Client named in the Data Sheet will select a consulting firm/organization (the Consultant) from those listed in the Letter of Invitation, in accordance with the method of selection specified in the Data Sheet.1.2 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 contract negotiations and ultimately for a signed Contract with the selected Consultant. |
|  | 1.3 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the assignment and local conditions, Consultants are encouraged to visit the Client before submitting a proposal and to attend a pre-proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. Consultants should contact the Client’s representative named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements. |
|  | 1.4 The Client will timely provide at no cost to the Consultants the inputs and facilities specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.1.5 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. 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 Consultants. |
| **Conflict of Interest** | 1.6 IFAD policy requires that Consultants provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, strictly avoid conflicts with other assignments or their own corporate interests and act without any consideration for future work.1.6.1 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be recruited, under any of the circumstances set forth below: |
| **Conflicting activities** | (i) A firm that has been engaged by the Client to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.  |
| **Conflicting assignments** | (ii) A Consultant (including its Personnel 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 to be executed for the same or for another Client. For example, a Consultant hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and a Consultant assisting a Client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets. Similarly, a Consultant hired to prepare Terms of Reference for an assignment should not be hired for the assignment in question. |
| **Conflicting relationships** | (iii) A Consultant (including its Personnel and Sub-Consultants) that has a business or family relationship with a member of the Client’s staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) 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 IFAD throughout the selection process and the execution of the Contract. |
|  | 1.6.2 Consultants 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.1.6.3 No agency or current employees of the Client shall work as Consultants under their own ministries, departments or agencies. Recruiting former government employees of the Client to work for their former ministries, departments or agencies is acceptable provided no conflict of interest exists. When the Consultant nominates any government employee as Personnel in their technical proposal, such Personnel must have written certification from their government or employer confirming that they are on leave without pay from their official position and allowed to work full-time outside of their previous official position. Such certification shall be provided to the Client by the Consultant as part of his technical proposal. |
| **Unfair Advantage** | 1.6.4 If a shortlisted Consultant could derive a competitive advantage from having provided consulting services related to the assignment in question, the Client shall make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants. |
|  Fraud and Corruption | 1.7 It is IFAD’s policy to require that Borrowers (including beneficiaries of IFAD loans), as well as consultants and their sub-consultants under IFAD-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts.[[1]](#footnote-1) In pursuance of this policy, IFAD:1. defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice[[2]](#footnote-2)” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party; 1. “fraudulent practice[[3]](#footnote-3)” 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 obligation;
2. “collusive practices[[4]](#footnote-4)” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
3. “coercive practices[[5]](#footnote-5)”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 party;
4. “obstructive practice”

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede 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 IFAD’s inspection and audit rights provided for under sub-clause (e) below.1. will reject a proposal for award if it determines that the consultant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
2. will cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the Loan were engaged in corrupt, fraudulent, collusive, or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to IFAD to address such practices when they occur;
3. will sanction a consultant, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded IFAD-financed contract if it at any time determines that the consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for, or in executing, IFAD-financed contract; and
4. will have the right to require that, in contracts financed by IFAD loan, a provision be included requiring consultants to permit IFAD to inspect their accounts and records and other documents relating to the submission of proposals and contract performance and to have them audited by auditors appointed by IFAD.
 |
|  | 1.8 Consultants, their Sub-Consultants, and their associates shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by IFAD in accordance with the above para. 1.7. Furthermore, the Consultants shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.1.9 Consultants shall furnish information on commissions and gratuities, if any, paid or to be paid to agents relating to this proposal and during execution of the assignment if the Consultant is awarded the Contract, as requested in the Financial Proposal submission form (Section 4). |
| Eligibility | 1.10 A firm declared ineligible by IFAD in accordance with IFAD Guidelines On Preventing and Combating Fraud and Corruption in Projects Financed by IFAD Loans and and Grants shall be ineligible to be awarded IFAD-financed contract during such period of time as IFAD shall determine. |
| Eligibility of Sub-Consultants | 1.11 In case a shortlisted Consultant intends to associate with Consultants who have not been shortlisted and/or individual expert(s), such other Consultants and/or individual expert(s) shall be subject to the eligibility criteria set forth in the Guidelines.  |
| Origin of Goods and Consulting Services | 1.12 Goods supplied and Consulting Services provided under the Contract may originate from any country except if:(i) as a matter of law or official regulation, the Borrower’s country prohibits commercial relations with that country; or(ii) 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 imports of goods from that country or any payments to persons or entities in that country. |
| Only one Proposal | 1.13 Shortlisted Consultants may only submit one proposal. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified. However, this does not limit the participation of the same Sub-Consultant, including individual experts, to more than one proposal. |
| Proposal Validity | 1.14 The Data Sheet indicates how long Consultants’ Proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of Professional staff nominated in the Proposal. The Client will make its best effort to complete negotiations within this period. Should the need arise, however, the Client may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Consultants could submit new staff in replacement, who would be considered in the final evaluation for contract award. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. |
| 2. Clarification and Amendment of RFP Documents | 2.1 Consultants may request a clarification of any of the RFP documents up to the number of days indicated in the Data Sheet before the proposal submission date. 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 the source of inquiry) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure under para. 2.2.2.2 At any time before the submission of Proposals, the Client may amend the RFP by issuing an addendum in writing or by standard electronic means. The addendum shall be sent to all Consultants and will be binding on them. Consultants shall acknowledge receipt of all amendments. To give Consultants reasonable time in which to take an amendment into account in their Proposals the Client may, if the amendment is substantial, extend the deadline for the submission of Proposals. |
| 3. Preparation of Proposals | 3.1 The Proposal (see para. 1.2), as well as all related correspondence exchanged by the Consultants and the Client, shall be written in the language (s) specified in the Data Sheet. |
|  | 3.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. |
|  | 3.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:(a) If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other Consultants in a joint venture or sub-consultancy, it may associate with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if so indicated in the Data Sheet. A shortlisted Consultant must first obtain the approval of the Client if it wishes to enter into a joint venture with non-shortlisted or shortlisted Consultant(s). In case of association with non-shortlisted Consultant(s), the shortlisted Consultant shall act as association leader. In case of a joint venture, all partners shall be jointly and severally liable and shall indicate who will act as the leader of the joint venture. |
|  | (b) The estimated number of Professional staff-months or the budget for executing the assignment shall be shown in the Data Sheet, but not both. However, the Proposal shall be based on the number of Professional staff-months or budget estimated by the Consultants.For fixed-budget-based assignments, the available budget is given in the Data Sheet, and the Financial Proposal shall not exceed this budget, while the estimated number of Professional staff-months shall not be disclosed.(c) Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position. |
| **Language** | (d) Documents to be issued by the Consultants as part of this assignment must be in the language(s) specified in the Reference Paragraph 3.1 of the Data Sheet. If Reference Paragraph 3.1 indicates two languages, the language in which the proposal of the successful Consultant will be submitted shall govern for the purpose of interpretation. It is desirable that the firm’s Personnel have a working knowledge of the Client’s national language. |
| Technical Proposal Format and Content | 3.4 Depending on the nature of the assignment, Consultants are required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP). The Data Sheet indicates the format of the Technical Proposal to be submitted. Submission of the wrong type of Technical Proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicated in the following paras from (a) to (g) using the attached Standard Forms (Section 3). Paragraph (c) (ii) indicates the recommended number of pages for the description of the approach, methodology and work plan of the STP. A page is considered to be one printed side of A4 or letter size paper. |
|  | (a) (i) For the FTP only: a brief description of the Consultants’ organization and an outline of recent experience of the Consultants and, in the case of joint venture, for each partner, on assignments of a similar nature is required in Form TECH-2 of Section 3. For each assignment, the outline should indicate the names of Sub-Consultants/ Professional staff who participated, duration of the assignment, contract amount, and Consultant’s involvement. Information should be provided only for those assignments for which the Consultant was legally contracted by the client as a corporation or as one of the major firms within a joint venture. Assignments completed by individual Professional staff working privately or through other consulting firms cannot be claimed as the experience of the Consultant, or that of the Consultant’s associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should be prepared to substantiate the claimed experience if so requested by the Client. (ii) For the STP the above information is not required and Form TECH-2 of Section 3 shall not be used.(b) (i) For the FTP only: comments and suggestions on the Terms of Reference including workable suggestions that could improve the quality/ effectiveness of the assignment; and on requirements for counterpart staff and facilities including: administrative support, office space, local transportation, equipment, data, etc. to be provided by the Client (Form TECH-3 of Section 3). (ii) For the STP Form TECH-3 of Section 3 shall not be used; the above comments and suggestions, if any, should be incorporated into the description of the approach and methodology (refer to following sub-para. 3.4 (c) (ii)).(c) (i) For the FTP, and STP: a description of the approach, methodology and work plan for performing the assignment covering the following subjects: technical approach and methodology, work plan, and organization and staffing schedule. Guidance on the content of this section of the Technical Proposals is provided under Form TECH-4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-8 of Section 3) which will show in the form of a bar chart the timing proposed for each activity. (ii) For the STP only: the description of the approach, methodology and work plan should normally consist of 10 pages, including charts, diagrams, and comments and suggestions, if any, on Terms of Reference and counterpart staff and facilities.(d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member, and their tasks (Form TECH-5 of Section 3).(e) Estimates of the staff input (staff*-*months of foreign and local professionals) needed to carry out the assignment (Form TECH-7 of Section 3). The staff-months input should be indicated separately for home office and field activities, and for foreign and local Professional staff.(f) CVs of the Professional staff signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).(g) For the FTP only: a detailed description of the proposed methodology and staffing for training, if the Data Sheet specifies training as a specific component of the assignment. |
|  | 3.5 The Technical Proposal shall not include any financial information. A Technical Proposal containing financial information may be declared non responsive. |
| Financial Proposals | 3.6 The Financial Proposal shall be prepared using the attached Standard Forms (Section 4). It shall list all costs associated with the assignment, including (a) remuneration for staff (foreign and local, in the field and at the Consultants’ home office), and (b) reimbursable expenses indicated in the Data Sheet. If appropriate, these costs should be broken down by activity and, if appropriate, into foreign and local expenditures. All activities and items described in the Technical Proposal must be priced separately; activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. |
| Taxes | 3.7 The Consultant may be subject to local taxes (such as: value added or sales tax, social charges or income taxes on nonresident Foreign Personnel, duties, fees, levies) on amounts payable by the Client under the Contract. The Client will state in the Data Sheet if the Consultant is subject to payment of any local taxes. Any such amounts shall not be included in the Financial Proposal as they will not be evaluated, but they will be discussed at contract negotiations, and applicable amounts will be included in the Contract. |
|  | 3.8 Consultants may express the price of their services in a maximum of three freely convertible currencies, singly or in combination. The Client may require Consultants to state the portion of their price representing local cost in the national currency if so indicated in the Data Sheet.3.9 Commissions and gratuities, if any, paid or to be paid by Consultants and related to the assignment will be listed in the Financial Proposal Form FIN-1 of Section 4. |
| 4. Submission, Receipt, and Opening of Proposals | 4.1 The original proposal (Technical Proposal and, if required, Financial Proposal; see para. 1.2) shall contain no interlineations or overwriting, except as necessary to correct errors made by the Consultants themselves. The person who signed the proposal must initial such corrections. Submission letters for both Technical and Financial Proposals should respectively be in the format of TECH-1 of Section 3, and FIN-1 of Section 4.4.2 An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The authorization shall be in the form of a written power of attorney accompanying the Proposal or in any other form demonstrating that the representative has been dully authorized to sign. The signed Technical and Financial Proposals shall be marked “Original”.4.3 The Technical Proposal shall be marked “Original” or “Copy” as appropriate. The Technical Proposals shall be sent to the addresses referred to in para. 4.5 and in the number of copies indicated in the Data Sheet. All required copies of the Technical Proposal are to be made from the original. If there are discrepancies between the original and the copies of the Technical Proposal, the original governs.4.4 The original and all copies of the Technical Proposal shall be placed in a sealed envelope clearly marked “Technical Proposal” Similarly, the original Financial Proposal (if required under the selection method indicated in the Data Sheet) shall be placed in a sealed envelope clearly marked “Financial Proposal” followed by the Loan/TA number and the name of the assignment, and with a warning “**Do Not Open With The Technical Proposal.**” The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the Loan, and be clearly marked “**Do Not Open, Except In Presence Of The Official Appointed, Before** [*insert the time and date of the submission deadline indicated in the Data Sheet*]”. The Client shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive. |
|  | 4.5 The Proposals must be sent to the address/addresses indicated in the Data Sheet and received by the Client no later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with para. 2.2. Any proposal received by the Client after the deadline for submission shall be returned unopened.4.6 The Client shall open the Technical Proposal immediately after the deadline for their submission. The envelopes with the Financial Proposal shall remain sealed and securely stored. |
| 5. Proposal Evaluation | 5.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultants should not contact the Client on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Client in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Consultants’ Proposal. Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and IFAD issues its “no objection”. |
| Evaluation of Technical Proposals | 5.2 The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, subcriteria, and point system specified in the Data Sheet. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet. |
| Financial Proposals for QBS | 5.3 Following the ranking of technical Proposals, when selection is based on quality only (QBS), the first ranked Consultant is invited to negotiate its proposal and the Contract in accordance with the instructions given under para. 6 of these Instructions. |
| Public Opening and Evaluation of Financial Proposals (only for QCBS, FBS, and LCS) | 5.4 After the technical evaluation is completed and IFAD has issued its no objection (if applicable), the Client shall inform the Consultants who have submitted proposals the technical scores obtained by their Technical Proposals, and shall notify those Consultants whose Proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify in writing Consultants that have secured the minimum qualifying mark, the date, time and location for opening the Financial Proposals. The opening date should allow Consultants sufficient time to make arrangements for attending the opening. Consultants’ attendance at the opening of Financial Proposals is optional.5.5 Financial Proposals shall be opened publicly in the presence of the Consultants’ representatives who choose to attend. The name of the Consultants, and the technical scores of the Consultants shall be read aloud. The Financial Proposal of the Consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copy of the record shall be sent to all Consultants and IFAD.5.6 The Evaluation Committee will correct any computational errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between word and figures the formers will prevail. In addition to the above corrections, as indicated under para. 3.6, activities and items described in the Technical Proposal but not priced, shall be assumed to be included in the prices of other activities or items. In case an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, (i) if the Time-Based form of contract has been included in the RFP, the 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, (ii) if the Lump-Sum form of contract has been included in the RFP, no corrections are applied to the Financial Proposal in this respect. Prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the Data Sheet.5.7 In case of QCBS*,* the lowest evaluated Financial Proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet: S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.5.8In the case of Fixed-Budget Selection, the Client will select the firm that submitted the highest ranked Technical Proposal within the budget. Proposals that exceed the indicated budget will be rejected. In the case of the Least-Cost Selection, the Client will select the lowest proposal among those that passed the minimum technical score. In both cases the evaluated proposal price according to para. 5.6 shall be considered, and the selected firm is invited for negotiations. |
| 6. Negotiations | 6.1 Negotiations will be held at the date and address indicated in the Data Sheet. The invited Consultant will, as a pre-requisite for attendance at the negotiations, confirm availability of all Professional staff. Failure in satisfying such requirements may result in the Client proceeding to negotiate with the next-ranked Consultant. Representatives conducting negotiations on behalf of the Consultant must have written authority to negotiate and conclude a Contract. |
| Technical negotiations | 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing, and any suggestions made by the Consultant to improve the Terms of Reference. The Client and the Consultants will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Contract as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Consultant. |
| Financial negotiations | 6.3 If applicable, it is the responsibility of the Consultant, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Consultant under the Contract. The financial negotiations will include a clarification (if any) of the firm’s tax liability in the Client’s country, and the manner in which it will be reflected in the Contract; and will reflect the agreed technical modifications in the cost of the services. In the cases of QCBS, Fixed-Budget Selection, and the Least-Cost Selection methods, unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates. For other methods, Consultants will provide the Client with the information on remuneration rates described in the Appendix attached to Section 4 - Financial Proposal - Standard Forms of this RFP. |
| Availability of Professional staff/experts | 6.4 Having selected the Consultant on the basis of, among other things, an evaluation of proposed Professional staff, the Client expects to negotiate a Contract on the basis of the Professional staff named in the Proposal. Before contract negotiations, the Client will require assurances that the Professional staff will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or for reasons such as death or medical incapacity. If this is not the case and if it is established that Professional staff were offered in the proposal without confirming their availability, the Consultant may be disqualified. Any proposed substitute shall have equivalent or better qualifications and experience than the original candidate and be submitted by the Consultant within the period of time specified in the letter of invitation to negotiate. |
| Conclusion of the negotiations | 6.5 Negotiations will conclude with a review of the draft Contract. To complete negotiations the Client and the Consultant will initial the agreed Contract. If negotiations fail, the Client will invite the Consultant whose Proposal received the second highest score to negotiate a Contract. |
| 7. Award of Contract | 7.1 After completing negotiations the Client shall award the Contract to the selected Consultant, publish in UNDB on line and in the Development Gateway the award of the Contract, and promptly notify all Consultants who have submitted proposals. After Contract signature, the Client shall return the unopened Financial Proposals to the unsuccessful Consultants.7.2 The Consultant is expected to commence the assignment on the date and at the location specified in the Data Sheet. |
| 8. Confidentiality | 8.1 Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultants who submitted the Proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of IFAD’s antifraud and corruption policy. |

Instructions to Consultants

## **Data Sheet**

[*Comments in brackets provide guidance for the preparation of the Data Sheet; they should not appear on the final RFP to be delivered to the shortlisted Consultants*]

|  |  |
| --- | --- |
| **Paragraph****Reference** |  |
| **1.1** | Name of the Client: Food Corporation of Bhutan Limited (FCBL) and Office of the Programme Management (OPM), CARLEPMethod of selection: Quality and Cost Based Selection |
| **1.2** | Financial Proposal to be submitted together with Technical Proposal:Yes √ Name of the assignment is: Value Chain Mapping, Analysis and Design (Vegetables) |
| **1.3** | A pre-proposal conference will be held: No √  The Client’s representative is: Mr. Karma Nidup, CEOAddress: PB No. 080, Phuntsholing-21101,Chukha: BhutanTelephone: +975-5-253824 Facsimile: +975-5-252289E-mail: karmanydup@gmail.com  |
| **1.4** | The Client will provide the following inputs and facilities:Food Corporation of Bhutan Limited (FCBL) and Office of the Programme Management, CARLEP will appoint one staff as full time counterpart to the consultancy period. Facilitate and coordinate to visit relevant agencies, Dzongkhags and Gewogs for meeting and discussions. The working space at FCBL as well as OPM will be provided to the consultant. The counterpart will assist and provide required data for the consultancy. The local transportation also will be provided to the consultant during the consultancy period. |
| **1.6.1 (a)** | The Client envisage the need for continuity for downstream work:  No √  |
| **1.14** | Proposals must remain valid 90 days after the submission date, i.e. until: November 2016 |

|  |  |
| --- | --- |
| **2.1** | Clarifications may be requested not later than [*7*] days before the submission date.The address for requesting clarifications is: Mr. Karma Nidup, the Chief Executive Officer, FCBLFacsimile: +975-5-253824 Facsimile: +975-5-252289 E-mail: karmanydup@gmail.com. |
| **3.1** | Proposals shall be submitted in the following language: English |
| **3.3 (a)** | Shortlisted Consultants may associate with other shortlisted Consultants: No √  |
| **3.3 (b)** | The estimated number of professional staff-months required for the assignment is: Three Months |

|  |  |
| --- | --- |
| **3.4** | The format of the Technical Proposal to be submitted is: FTP √ ,  |
| **3.4 (g)** | Training is a specific component of this assignment: No √ .  |
| **3.6** | Not applicable to be included as part of the consultancy fee.  |
| **3.7** | Amounts payable by the Client to the Consultant under the contract to be subject to local taxation: Yes √  |
|  | (b) pay such taxes on behalf of the Consultant: Yes |
| **3.8** | Consultant to state local cost in the national currency: Yes √  |
| **4.3** | Consultant must submit the original and two copies of the Technical Proposal, and the original of the Financial Proposal. |
| **4.5** | The Proposal submission address is: Chief Executive Officer, Food Corporation of Bhutan Ltd., PB No. 080, Phuntsholing-21101, Chukha: BhutanProposals must be submitted no later than the following date and time: Two weeks after sending the RFP |
| **5.2 (a)** | Criteria, sub-criteria, and point system for the evaluation of Full Technical Proposals are: Points(i) Specific experience of the Consultants relevant to the assignment: [*5 points*][*Normally, subcriteria are not provided*](ii) Adequacy of the proposed methodology and work plan in responding to the Terms of Reference:a) Technical approach and methodology [*10 points*]b) Work plan [*5 points*]c) Organization and staffing [*5 points*] Total points for criterion (ii): [*20 points*](iii) Key professional staff qualifications and competence for the assignment:a) Team Leader – Value Chain Specialist [*45 points*]b) Climate Adaptation Specialist [*15 points*]c) Market Infrastructure Specialist [*15 points*] Total points for criterion (iii): [75 points]The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage weights:1) General qualifications [*30%*]2) Adequacy for the assignment [*60%*]3) Experience in region and language [*10%*] Total weight: 100% |
|  |  Total points for the five criteria: 100The minimum technical score St required to pass is 70 Points  |
| **5.2 (b)** | Not applicable  |
| **5.6** | The single currency for price conversions is: US$/BTNThe source of official selling rates is: Royal Monetary Authority (RMA)The date of exchange rates is: The closing date of the RFP |
| **5.7** | The formula for determining the financial scores is the following:Sf = 100 x Fm / F, in which Sf is the financial score, Fm is the lowest price and F the price of the proposal under consideration.The weights given to the Technical and Financial Proposals are:T = 0.8 , andP = 0.2  |
| **6.1** | Expected date and address for contract negotiations: August 2016 at FCBL, Phuentsholing |
| **7.2** | Expected date for commencement of consulting services: September 2016 at OPM, Mongar, Eastern Bhutan and Phuentsholing, Bhutan |

# Section 3. Technical Proposal - Standard Forms

[*Comments in brackets* [ ] *provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.*]

Refer to Reference Paragraph 3.4 of the Data Sheet for format of Technical Proposal to be submitted, and paragraph 3.4 of Section 2 of the RFP for Standard Forms required and number of pages recommended.

[Form TECH-1: Technical Proposal Submission Form 28](#_Toc172357882)

[Form TECH-2: Consultant’s Organization and Experience 29](#_Toc172357883)

[A - Consultant’s Organization 29](#_Toc172357884)

[B - Consultant’s Experience 30](#_Toc172357885)

[Form TECH-3: Comments and Suggestions on the Terms of Reference and
on Counterpart Staff and Facilities to be Provided by the Client 31](#_Toc172357886)

[A - On the Terms of Reference 31](#_Toc172357887)

[B - On Counterpart Staff and Facilities 32](#_Toc172357888)

[Form TECH-4 Description of Approach, Methodology and Work Plan
for Performing the Assignment 33](#_Toc172357889)

[Form TECH-5: Team Composition and Task Assignments 34](#_Toc172357890)

[Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff 35](#_Toc172357891)

[Form TECH-7: Staffing Schedule 37](#_Toc172357892)

[Form TECH-8 Work Schedule 38](#_Toc172357893)

Form TECH-1: Technical Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

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 Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope1.

 We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant*]2

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

 If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.14 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

 We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

 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:

Name of Firm:

Address:

1 [*In case Paragraph Reference 1.2 of the Data Sheet requires to submit a Technical Proposal only, replace this sentence with:* “We are hereby submitting our Proposal, which includes this Technical Proposal only.”]

2 [*Delete in case no association is foreseen.*]

Form TECH-2: Consultant’s Organization and Experience

A - Consultant’s Organization

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

B - Consultant’s Experience

[*Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment. Use 20 pages.*]

|  |  |
| --- | --- |
| Assignment name: | Approx. value of the contract (in current US$ or Euro): |
| Country:Location within country: | Duration of assignment (months): |
| Name of Client: | Total No of staff-months of the assignment: |
| Address: | Approx. value of the services provided by your firm under the contract (in current US$ or Euro): |
| Start date (month/year):Completion date (month/year): | No of professional staff-months provided by associated Consultants: |
| Name of associated Consultants, if any: | Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader): |
| Narrative description of Project: |
| Description of actual services provided by your staff within the assignment: |

Firm’s Name:

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

[*Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.*]

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

(For small or very simple assignments the Client should omit the following text in Italic)

[*Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:*

1. *Technical Approach and Methodology,*
2. *Work Plan, and*
3. *Organization and Staffing,*

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

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

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

Form TECH-5: Team Composition and Task Assignments

|  |
| --- |
| Professional Staff |
| Name of Staff | Firm | Area of Expertise | Position Assigned | Task Assigned |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

Form TECH-6: Curriculum Vitae (CV) for Proposed Professional Staff

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

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

**3. Name of Staff** [*Insert full name*]:

**4. Date of Birth**: **Nationality**:

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

**6. Membership of Professional Associations**:

**7. Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]:

**8. Countries of Work Experience**: [*List countries where staff has worked in the last ten years*]:

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

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

From [*Year*]: To [*Year*]:

Employer:

Positions held:

|  |  |
| --- | --- |
| **11. Detailed Tasks Assigned**[*List all tasks to be performed under this assignment*] | **12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned**[*Among the* *assignments in which the staff has been involved, indicate the following information for* *those assignments that best illustrate staff capability to handle the tasks listed under point 11.*]Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:  |

**13. Certification:**

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

 Date:

*[Signature of staff member or authorized representative of the staff]* *Day/Month/Year*

Full name of authorized representative:

Form TECH-7: Staffing Schedule1

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

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

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

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

 Full time input

 Part time input

Form TECH-8 Work Schedule

|  |  |  |
| --- | --- | --- |
| **N°** | **Activity**1 | **Months**2 |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **n** |
| 1 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 4 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 5 |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| n |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

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

# Section 4. Financial Proposal - Standard Forms

[*Comments in brackets* [ ] *provide guidance to the shortlisted Consultants for the preparation of their 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 under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.

[*The Appendix “Financial Negotiations - Breakdown of Remuneration Rates” is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.*]

[Form FIN-1: Financial Proposal Submission Form 40](#_Toc172358981)

[Form FIN-2: Summary of Costs 41](#_Toc172358982)

[Form FIN-3: Breakdown of Costs by Activity 42](#_Toc172358983)

[Form FIN-4: Breakdown of Remuneration (Time-Based) 43](#_Toc172358984)

[Form FIN-4: Breakdown of Remuneration(Lump-Sum) 44](#_Toc172358985)

[Form FIN-5: Breakdown of Reimbursable Expenses(Time-Based) 45](#_Toc172358986)

[Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum) 46](#_Toc172358987)

[Appendix: Financial Negotiations - Breakdown of Remuneration Rates 47](#_Toc172358988)

Form FIN-1: Financial Proposal Submission Form

[*Location, Date*]

To: [*Name and address of Client*]

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 sum of [*Insert amount(s) in words and figures*1]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

 Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.14 of the Data Sheet.

 Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below2:

 Name and Address Amount and Purpose of Commission

 of Agents Currency or Gratuity

 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:

Name of Firm:

Address:

1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

2 If applicable, replace this paragraph with: “No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution.”

Form FIN-2: Summary of Costs

|  |  |
| --- | --- |
| Item | **Costs** |
| [*Indicate Foreign Currency # 1*]1 | [*Indicate Foreign Currency # 2*]1 | [*Indicate Foreign Currency # 3*]1 | [*Indicate* *Local Currency*] |
| Total Costs of Financial Proposal 2  |  |  |  |  |

1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.

2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3: Breakdown of Costs by Activity1

|  |  |
| --- | --- |
| **Group of Activities (Phase):**2   | **Description:**3   |
| Cost component | **Costs** |
| [*Indicate Foreign Currency # 1*]4 | [*Indicate Foreign Currency # 2*]4 | [*Indicate Foreign Currency # 3*]4 | [*Indicate* *Local Currency*] |
| Remuneration5 |  |  |  |  |
| Reimbursable Expenses 5 |  |  |  |  |
| Subtotals |  |  |  |  |

1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.

3 Short description of the activities whose cost breakdown is provided in this Form.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.

5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4: Breakdown of Remuneration1 (Time-Based)

(This Form FIN-4 shall only be used when the Time-Based Form of Contract has been included in the RFP)

|  |
| --- |
| **Group of Activities (Phase):**  |
| **Name**2 | **Position**3 | **Staff-month Rate**4 | **Input**5(Staff-months) | [*Indicate Foreign Currency # 1*]6 | [*Indicate Foreign Currency # 2*]6 | [*Indicate Foreign Currency # 3*]6 | [*Indicate Local Currency*]6 |
| **Foreign Staff** |  |  |  |  |  |  |  |
|  |  | [*Home*] |  |  |  |  |  |
| [*Field*] |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Local Staff** |  |  |  |  |  |  |  |
|  |  | [*Home*] |  |  |  |  |  |
| [*Field*] |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |
|  |  |  | Total Costs |  |  |  |  |

1 Form FIN-4 shall be filled for each of the Forms FIN-3 provided.

2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

3 Positions of Professional Staff shall coincide with the ones indicated in Form TECH-5.

4 Indicate separately staff-month rate and currency for home and field work.

5 Indicate, separately for home and field work, the total expected input of staff for carrying out the group of activities or phase indicated in the Form.

6 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. For each staff indicate the remuneration in the column of the relevant currency, separately for home and field work. Remuneration = Staff-month Rate x Input.

Form FIN-4: Breakdown of Remuneration1 (Lump-Sum)

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

|  |  |  |
| --- | --- | --- |
| **Name**2 | **Position**3 | **Staff-month Rate**4 |
| **Foreign Staff** |  |  |
|  |  | [*Home*] |
| [*Field*] |
|  |  |  |
|  |
|  |  |  |
|  |
|  |  |  |
|  |
|  |  |  |
|  |
|  |  |  |
|  |
|  |  |  |
|  |
|  |  |  |
|  |
|  |  |  |
|  |
|  |  |  |
|  |
| **Local Staff** |  |  |
|  |  | [*Home*] |
| [*Field*] |
|  |  |  |
|  |
|  |  |  |
|  |
|  |  |  |
|  |
|  |  |  |
|  |
|  |  |  |
|  |
|  |  |  |
|  |

1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.

2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).

3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.

4 Indicate separately staff-month rate and currency for home and field work..

Form FIN-5: Breakdown of Reimbursable Expenses1 (Time-Based)

(This Form FIN-5 shall only be used when the Time-Based Form of Contract has been included in the RFP)

|  |
| --- |
| **Group of Activities (Phase):**  |
| **N°** | **Description**2 | **Unit** | **Unit Cost**3 | **Quantity** | [*Indicate Foreign Currency # 1*]4 | [*Indicate Foreign Currency # 2*]4 | [*Indicate Foreign Currency # 3*]4 | [*Indicate Local Currency*]4 |
|  | Per diem allowances | Day |  |  |  |  |  |  |
|  | International flights5 | Trip |  |  |  |  |  |  |
|  | Miscellaneous travel expenses | Trip |  |  |  |  |  |  |
|  | Communication costs between [*Insert place*] and [*Insert place*] |  |  |  |  |  |  |  |
|  | Drafting, reproduction of reports |  |  |  |  |  |  |  |
|  | Equipment, instruments, materials, supplies, etc. |  |  |  |  |  |  |  |
|  | Shipment of personal effects | Trip |  |  |  |  |  |  |
|  | Use of computers, software |  |  |  |  |  |  |  |
|  | Laboratory tests. |  |  |  |  |  |  |  |
|  | Subcontracts |  |  |  |  |  |  |  |
|  | Local transportation costs |  |  |  |  |  |  |  |
|  | Office rent, clerical assistance |  |  |  |  |  |  |  |
|  | Training of the Client’s personnel 6 |  |  |  |  |  |  |  |
|  Total Costs |  |  |  |  |

1 Form FIN-5 should be filled for each of the Forms FIN-3 provided, if needed.

2 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

3 Indicate unit cost and currency.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2. Indicate the cost of each reimbursable item in the column of the relevant currency. Cost = Unit Cost x Quantity.

5 Indicate route of each flight, and if the trip is one- or two-ways.

6 Only if the training is a major component of the assignment, defined as such in the TOR.

Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

|  |  |  |  |
| --- | --- | --- | --- |
| **N°** | **Description1** | **Unit** | **Unit Cost2** |
|  | Per diem allowances | Day |  |
|  | International flights3 | Trip |  |
|  | Miscellaneous travel expenses | Trip |  |
|  | Communication costs between [*Insert place*] and [*Insert place*] |  |  |
|  | Drafting, reproduction of reports |  |  |
|  | Equipment, instruments, materials, supplies, etc. |  |  |
|  | Shipment of personal effects | Trip |  |
|  | Use of computers, software |  |  |
|  | Laboratory tests. |  |  |
|  | Subcontracts |  |  |
|  | Local transportation costs |  |  |
|  | Office rent, clerical assistance |  |  |
|  | Training of the Client’s personnel 4 |  |  |

1 Delete items that are not applicable or add other items according to Paragraph Reference 3.6 of the Data Sheet.

2 Indicate unit cost and currency.

3 Indicate route of each flight, and if the trip is one- or two-ways.

4 Only if the training is a major component of the assignment, defined as such in the TOR.

Appendix: Financial Negotiations - Breakdown of Remuneration Rates

(Not to be used when cost is a factor in the evaluation of Proposals)

**1. Review of Remuneration Rates**

1.1 The remuneration rates for staff are made up of salary, social costs, overheads, fee that is profit, and any premium or allowance paid for assignments away from headquarters. To assist the firm in preparing financial negotiations, a Sample Form giving a breakdown of rates is attached (no financial information should be included in the Technical Proposal). Agreed breakdown sheets shall form part of the negotiated contract.

1.2 The Client is charged with the custody of government funds and is expected to exercise prudence in the expenditure of these funds. The Client is, therefore, concerned with the reasonableness of the firm’s Financial Proposal, and, during negotiations, it expects to be able to review audited financial statements backing up the firm’s remuneration rates, certified by an independent auditor. The firm shall be prepared to disclose such audited financial statements for the last three years, to substantiate its rates, and accept that its proposed rates and other financial matters are subject to scrutiny. Rate details are discussed below.

 (i) Salary

 This is the gross regular cash salary paid to the individual in the firm’s home office. It shall not contain any premium for work away from headquarters or bonus (except where these are included by law or government regulations).

 (ii) Bonus

 Bonuses are normally paid out of profits. Because the Client does not wish to make double payments for the same item, staff bonuses shall not normally be included in the rates. Where the Consultant’s accounting system is such that the percentages of social costs and overheads are based on total revenue, including bonuses, those percentages shall be adjusted downward accordingly. Where national policy requires that 13 months’ pay be given for 12 months’ work, the profit element need not be adjusted downward. Any discussions on bonuses shall be supported by audited documentation, which shall be treated as confidential.

 (iii) Social Costs

 Social costs are the costs to the firm of staff’s non-monetary benefits. These items include, *inter alia*, social security including pension, medical and life insurance costs, and the cost of a staff member being sick or on vacation. In this regard, the cost of leave for public holidays is not an acceptable social cost nor is the cost of leave taken during an assignment if no additional staff replacement has been provided. Additional leave taken at the end of an assignment in accordance with the firm’s leave policy is acceptable as a social cost.

 (iv) Cost of Leave

 The principles of calculating the cost of total days leave per annum as a percentage of basic salary shall normally be as follows:

 Leave cost as percentage of salary [[6]](#footnote-6)1 = 

 It is important to note that leave can be considered a social cost only if the Client is not charged for the leave taken.

 (v) Overheads

 Overhead expenses are the firm’s business costs that are not directly related to the execution of the assignment and shall not be reimbursed as separate items under the contract. Typical items are home office costs (partner’s time, nonbillable time, time of senior staff monitoring the project, rent, support staff, research, staff training, marketing, etc.), the cost of staff not currently employed on revenue-earning projects, taxes on business activities and business promotion costs. During negotiations, audited financial statements, certified as correct by an independent auditor and supporting the last three years’ overheads, shall be available for discussion, together with detailed lists of items making up the overheads and the percentage by which each relates to basic salary. The Client does not accept an add-on margin for social charges, overhead expenses, etc., for staff who are not permanent employees of the firm. In such case, the firm shall be entitled only to administrative costs and fee on the monthly payments charged for subcontracted staff.

 (vi) Fee or Profit

 The fee or profit shall be based on the sum of the salary, social costs, and overhead. If any bonuses paid on a regular basis are listed, a corresponding reduction in the profit element shall be expected. Fee or profit shall not be allowed on travel or other reimbursable expenses, unless in the latter case an unusually large amount of procurement of equipment is required. The firm shall note that payments shall be made against an agreed estimated payment schedule as described in the draft form of the contract.

 (vii) Away from Headquarters Allowance or Premium

 Some Consultants pay allowances to staff working away from headquarters. Such allowances are calculated as a percentage of salary and shall not draw overheads or profit. Sometimes, by law, such allowances may draw social costs. In this case, the amount of this social cost shall still be shown under social costs, with the net allowance shown separately. For concerned staff, this allowance, where paid, shall cover home education, etc.; these and similar items shall not be considered as reimbursable costs.

 (viii) Subsistence Allowances

 Subsistence allowances are not included in the rates, but are paid separately and in local currency. No additional subsistence is payable for dependents⎯the subsistence rate shall be the same for married and single team members.

 UNDP standard rates for the particular country may be used as reference to determine subsistence allowances.

**2. Reimbursable expenses**

2.1 The financial negotiations shall further focus on such items as out-of-pocket expenses and other reimbursable expenses. These costs may include, but are not restricted to, cost of surveys, equipment, office rent, supplies, international and local travel, computer rental, mobilization and demobilization, insurance, and printing. These costs may be either unit rates or reimbursable on the presentation of invoices, in foreign or local currency.

**3. Bank Guarantee**

3.1 Payments to the firm, including payment of any advance based on cash flow projections covered by a bank guarantee, shall be made according to an agreed estimated schedule ensuring the firm regular payments in local and foreign currency, as long as the services proceed as planned.

**Sample Form**

Consulting Firm: Country:

Assignment: Date:

**Consultant’s Representations Regarding Costs and Charges**

We hereby confirm that:

(a) the basic salaries indicated in the attached table are taken from the firm’s payroll records and reflect the current salaries of the staff members listed which have not been raised other than within the normal annual salary increase policy as applied to all the firm’s staff;

(b) attached are true copies of the latest salary slips of the staff members listed;

(c) the away from headquarters allowances indicated below are those that the Consultants have agreed to pay for this assignment to the staff members listed;

(d) the factors listed in the attached table for social charges and overhead are based on the firm’s average cost experiences for the latest three years as represented by the firm’s financial statements; and

(e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

*[Name of Consulting Firm]*

Signature of Authorized Representative Date

Name:

Title:

**Consultant’s Representations Regarding Costs and Charges**

(Expressed in *[insert name of currency]*)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Personnel | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Name | Position | Basic Salary per Working Month/Day/Year | Social Charges1 | Overhead1 | Subtotal | Fee2 | Away from Headquarters Allowance | Proposed Fixed Rate per Working Month/Day/Hour | Proposed Fixed Rate per Working Month/Day/Hour1 |
| Home Office |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
| Field |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

1. Expressed as percentage of 1

2. Expressed as percentage of 4

# Section 5. Terms of Reference

[*Text in brackets provides guidance to the Borrower for the preparation of the RFP; it should not appear on the final RFP to be delivered to the shortlisted Consultants*]

# Introduction and Background

1. In line with the 11FYP strategy to promote commercial agriculture, RGoB has directed **Food Corporation of Bhutan Limited** (FCBL) to move beyond its social mandate of ensuring food security and stabilizing food prices, and to strengthen its physical marketing capacity as mandated in its Royal Charter of 1974. It is critical from an agricultural commercialization point of view that costs and benefits are well understood across all elements and relationships in the value chain.
2. The Commercial Agriculture and Resilient Livelihoods Enhancement Programme (CARLEP) funded through International Fund for Agricultural Development (**IFAD**) aims to facilitate the transformation of a subsistence-based rural agricultural economy into a sustainable value chain and market driven productive sector by promoting climate informed approaches in agriculture and strengthening capacities of communities and local institutions. The project builds on prior and on-going IFAD interventions focused on increased agricultural production and makes a basic shift in approach towards marketing and climate resilient farming practices.
3. The project goal is to sustainably increase smallholder farmers’ incomes and reduce rural poverty. The objective is to increased returns to smallholder farmers through climate resilient production of crops in nationally organized value chain and marketing systems.
4. CARLEP under Component 2 (**Value Chain Development and Marketing)** focuses on instituting organized value chains and marketing systems by establishing networks of farmer groups to facilitate marketing of vegetable products to enhance smallholder incomes. As outlined in the CARLEP Project Design Report (PDR):
* FCBL will:
	+ Develop market-led value chains,
	+ Provide physical agricultural marketing services with support from RDCs and Dzongkhag Agriculture Sector,
	+ Identify and put in place required value chain infrastructures
	+ Enable other value chain actors to come on board.
* DAMC will develop marketing groups and cooperatives.
* Dzongkhag Agriculture Sector and RDC, Wengkhar will support production activities in value chains in the Dzongkhags and provide necessary assistance to FCBL and DAMC to identify potential locations of production to set up necessary market infrastructure in villages.

# Vegetable value chain analysis and design

1. CARLEP will prepare a detailed design of the vegetable value chain and associated business plan. The CARLEP PDR clearly sets out the process and scope for the preparation of the analysis and design that will:
* Be **prepared by involving all stakeholders**, including farmers, input suppliers, traders and marketers.
* Incorporate issues pertaining to backward and forward linkages at all levels in the chain
* Outline volumes, costs, financing needs and sources and margins.
* **Incorporate issues of climate resilience** by analyzing climate risks and sensitivity to climate related extreme events, mitigation and back-up plans and climate resilient design of infrastructure.
1. The CARLEP PDR also requires that:
* Before being finalized, the designs will be discussed at a workshop of all the stakeholders to obtain their feedback.
* Core elements of the value chain will be identified for direct support from the programme for implementation.
1. The PDR also highlights that,

*Within the dzongkhag targeting process, the programme will target gewogs, based on areas with high production and marketing potential in the selected value chains. The ultimate geographical targeting entity for CARLEP is thus the gewog. This will be based on an assessment of the number of (clusters of) communities that meet a set of market-based criteria such as*

* + 1. *Demonstrated vegetable production potential in selected commodities that have clear demand in local, national and international markets,*
		2. *Relative accessibility to road and marketing channels,*
		3. *Demonstrated interest and commitment of communities and farmer organisations.*

*The selection of gewogs (within gewogs, areas with high potential) will therefore result from the development and scaling-up strategy especially of the vegetable value chain; a decision-making and planning process to be conducted jointly by the CARLEP implementation team, FCBL, DAMC, line departments, dzongkhags and gewogs."*

# Purpose of the Consultancy

1. The consultancy will support FCBL and DAMC to:
	1. Complete a detailed value chain analysis of the vegetable values in the project areas and target markets, in line with the approach summarized in the Project Design Report and elaborated in this Terms of Reference.
	2. Prepare detailed recommendations as to the main opportunities and constraints to developing inclusive and climate resilient market-driven vegetable value chains in the project areas
	3. Identify the specific areas for value chain development for direct support from programme implementation
2. The market focus needs to be the clear starting point and main focus of the consultancy in-line with the expectations set-out in the PDR and summarized above.
3. A primary output from the consultancy must therefore be to identify, characterize and quantify the "***clear demand in local, national and international markets"*** for specific vegetables that the project will prioritize.
4. The analysis and recommendations must clearly reflect lessons and the recent experiences of FCBL and others (including private sector) in the vegetable value chain in Bhutan.

# Methodology

1. The consultancy should use the methodology below, with additions and adjustments to fit the local reality.

## **A. Characterizing market demand to identify market opportunities**

1. In practical terms in the 6 Eastern dzongkhag, the "market" for specific vegetables is likely to be most sensibly analyzed along two dimensions of *location* vs *season*. As fresh produce, seasonal market variations are as significant as geographical market variations. Table 1 below illustrates the different market segments that should therefore be analyzed.
2. Given the stated interested in the institutional market segment, this market segment should be specifically assessed as a distinct market segment in the local market.
3. For each of the markets segments (location x seasons), and for each major type of vegetable**,** the VC study:
	1. Quantify the volume and value of vegetables consumed, and ; demand - in volume (mT) - in total and for each main type of vegetable
	2. Identify and profile consumer segments;
	3. Identify consumer needs-states per segment;
	4. Determine each consumer segments’ perceptions and understanding of “quality” and determine willingness to pay a premium for higher quality or organic vegetables;
	5. Size and ranked order of gewogs by produce category, volume and value purchased;
	6. Determine prices in wholesale markets at specific locations - ideally by different grades of produce, min / max / average prices in each season for each main type of vegetable
	7. Current suppliers - What volumes are coming from which sources? How are these different suppliers regarded by the traders/customers in terms of variety, prices, quality, and availability?
	8. Estimate any unmet demand in specific seasons/markets that could be targeted by expanded vegetable value chains;
	9. Undertake economic and financial analyses (EFA) for different locations as well as a combined EFA for the 6 Districts.
4. It is important that the data is analyzed for each main type of vegetable - as consumers do not buy generic "vegetables", they actually buy potato, tomatoes or cabbage etc. Considering both seasonal as well as geographic market variations for different produce, the demand and market opportunities for CARLEP farmers will be assessed for specific vegetables in specific locations at specific times of the year.

**Table 1: Market segment analysis framework**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Season** |  |  |  |
| **Location** | Spring Mar-May | Summer (monsoon)Jun-Aug | AutumnSep-Nov | WinterDec-Feb |
| Local |  |  |  |  |
| General |  |  |  |  |
| Institutional |  |  |  |  |
| Other national |  |  |  |  |
| Upland |  |  |  |  |
| Lowland |  |  |  |  |
| Export |  |  |  |  |

## **B. Clear analysis of priority opportunities to increase productivity, efficiency, competitiveness, and climate resilience of local VCs**

1. The analysis of the current value chains should be structured into three areas of the value chain:
	1. Production (including agriculture input and sustainable land management)
	2. Initial post-harvest and transportation
	3. Marketing, storage and processing
2. For each of these three stages of the value chain, the technical analysis should characterize current practices. However, the purposes is not simply to characterize current practices but to identify the "low hanging fruit" that are the best opportunities to have quick and sustainable impacts in terms of improving the productivity, efficiency and competitiveness of the local value chains to respond to the specific market demand identified above.
3. Given this, once the current practices have been characterized, the team needs to quantify credible improvements that could be achieved using known appropriate technologies .e.g. 30% increase in production, reduction of losses from farmer to market from 50% to 15%. The possible improvements identified should be characterized in terms of their cost, risks and other factors that determine their appropriateness in the local value chain.
4. A particular focus should be given to opportunities for improving the climate resilience of activities at each stage of the value chain. A review should be carried out of key points impacting environmental sustainability and resource use in the value chain, with recommendations on mitigation measures. These may include improvements in production practices, for example investment in efficient water technologies or poly-tunnel to mitigate impacts of more variable rainfall, or improved efficiencies and reduced losses along the value chain in order to raise profitability and therefore the capacity of the value chain to withstand shocks.
5. The value chain should be examined in the context of climate change and how they relate to the particular node and the actor (s) at that node, taking into account:
* Climate trends
* Bio Physical Impact
* Socio-Economic Impacts
* Level of exposure to risk
* Adaptive Capacity
* Adaptation Options
1. Assess the potential for scaling up integrated farming systems and sustainable land management practices; and making infrastructure more climate resilient
2. Identify opportunities for improving supply chain efficiencies, and promoting measures such as optimizing inputs for waste reduction, up cycling of waste and by-products, and effective inventory management that increase efficiency, reduce costs, and deliver higher profits to farmers and small businesses in the value chain, generating mitigation co-benefits as well as improving smallholder resilience
3. Conduct cost-benefit analyses of dependency on refrigerated cold chains; introduce renewable energy sources for cooling and ventilation; optimize storage and transport management
4. **The assessment of opportunities for improvement should be done jointly in consultation with the primary value chains actors (farmers, traders, agri-businesses, input suppliers) as well as gaining input from external experts.** It should maintain a very practical focus on what really is feasible and not what is theoretically ideal.

## **C. Competitiveness assessment of local producers versus current suppliers in the market**

1. At this stage of the consultancy, there should a clear analysis of:
	1. Specific market opportunities (see "a" above), and
	2. Current practices and priority opportunities for improving efficiency and competitiveness in the local value chain (see "b" above),
2. Using this analysis, the firm and project team should complete a simple assessment of the potential for local producers to profitably compete in the identified market opportunities.
3. This exercise requires working backwards from the current market prices for major types of vegetables, based on location and season, and then applying assumed levels of achievable improvements in efficiency (e.g. reduction in % waste, transport costs), productivity (e.g. yields) to estimate likely farm gate prices for smallholder farmers in the target gewogs.
4. These theoretical farm gate prices can then be compared to current and expected costs of production to give indications of the likely returns to farmers (per hectare, per days labour) if they invest in more/improved vegetable production (which can be compared to the other income earning opportunities available to farmers).
5. Preliminary conclusion of potential competitiveness should be tested with traders and lead farmers to compare to their own opinions and views on what is achievable.

## **D. Mapping of VC flows, actors and governance**

1. The consultancy should map the current primary and secondary VC actors engaged in each stage of the value chain. This includes a characterization of the main actors /types of actor as well as estimation of the volumes flowing through the different parts of the value chains from farm to final market.
2. The value chain mapping should include graphical representation and geo-referenced maps of the current value chain segments, actors and supporting services, as well as potential areas for production expansion (see “a” above) and potential infrastructure locations (see “b” above) portraying market opportunities, provided in the following format:
* All data and information will be geo-referenced and provided in shape file format if vectorial and in ArcGIS compatible format if raster.
* All produced maps will be provided in digital format (ArcGIS or equivalent) with all the metadata and sources of information. All maps shall be reported precisely on Google Earth and delivered as KML/KMZ files format.
* A list of GPS coordinates will be provided in decimal degrees, with preference for WGS84 format
* Pictures and videos of all visited areas will be provided as supplement to the maps. All media will have to be separately provided to the client.
1. Identify key vegetable collection facilities (including market sheds, auction yards, farm shops) and cold storage facilities, and assess the volume handled, produce quality and diversity, operational efficiency, facilities/ infrastructure, distribution networks and distribution assets; with geo-referenced maps developed as stated above
2. An analysis should be completed of the internal relationships and governance within the value chain and how this affects its performance and the distribution of benefits.
3. A brief analysis should also be included of the overall business environment underlying the value chain, touching upon access to finance, business registration issues, the cultural context, the relevance of agricultural institutions and extension services, and other issues.

## **E. Design of VC intervention framework**

1. After step "d" above, there should then be a clear picture of ***which products in which seasons*** are the mains ones for local producers to target and also the volumes of demand for these products in the different market segments at particular times of year.
2. This information should provide a clear picture of the likely scale of local production that could sustainably be developed to meet the identified market opportunities. Combining this with the priority areas for improving efficiency and competitiveness, and understanding the relationships and actors in the chains, the consultancy and team should develop a clear framework for the scale and focus of the CARLEP vegetable value chain interventions.
3. This should specifically include recommendations on:
	1. The approximate size and distribution of production clusters matched to identified market demand and market opportunities.
	2. Opportunities and measures for bringing in other actors, such as private traders and input suppliers, into the value chains over time to increase sustainability and efficiencies
4. This analysis should inform any business plan development for the Farm Shop models

## **F. Validating conclusions and recommendations to make interventions practical, multi-stakeholder led and sustainable**

1. The CARLEPPDR highlights the need for effective multi-stakeholder platforms (MSP) in developing the local value chains. The experience from successful agricultural value chain projects in the region further illustrates the vital role of these MSP in facilitating action between producers, traders and other VC actors.
2. It is important to understand what this means in practice. All of the analysis above (Steps "a" - "e") simply helps to identify where there are likely to be the best opportunities for action. But it is the primary actors in the VC who are the ones who have to take the actions, invest and manage the risks to take advantage of these identified opportunities.
3. Hence, the process for actually setting the priorities for investment and support of CARLEP to the VC actors needs to be driven by the VC actors themselves. This is done through the MSP consultative process - at which the identified opportunities can be shared and presented as one input to the discussion. In contrast, there are very high risks of interventions being unsustainable if they are solely made according to an externally designed VC development plan designed by external experts according to what is theoretically optimum.
4. The first step in this process is for the main analysis and conclusion from the value chain study to be widely presented and discussed with primary VC actors (producers, traders, input suppliers) out in the project locations. This should be done through a number of facilitated discussions, workshops and meetings and the feedback from these discussions incorporated into the final study report.

# Data sources

1. The firm is expected to collect and use data from a variety of sources, including:
* **Desk research:** Using existing documents and other information sources, the consultant will undertake a literature review to filter basic information into the structure of the value chain analysis.
* **Key informant interviews:** Specific information will be obtained through interviews with experts in the public, private and civil society sectors.
* **Field interviews and focus groups:** Focused discussions with individual households, farmers groups, cooperatives, traders (including importers and exporters) and other value chain actors will be undertaken to obtain insights to be included in the analysis.

# Deliverables

1. The firm is expected to deliver two hard copies and one soft copy of:
* Inception report detailing the analytical framework and methodology for VC mapping, data requirements and sources, consultative process and key stakeholder to be engaged, review points for debriefing with OPM and FCBL and deliverables and timelines. Also, the list of experts that would be engaged in this VC mapping should be included together with their CVs.
* Interim report, approximately half way through the assignment, outlining:
	+ progress towards the objectives of the assignment
	+ emerging issues and conclusions
	+ next steps to complete the assignment
* All datasets generated as a result of the study;
* Soft copy of the power point presentation (s), including those used in discussions with various stakeholders;
* Draft final report covering all of the issues highlighted in this ToR;
* Final report incorporating feedback from consultation on draft report and recommendations
* Compilation of any outside references used to complete the final reports
* Geographical maps of the value chain segments, actors and supporting services as per requirements defined in Paragraph 31
1. The value chain analysis report and presentation should be provided in electronic format in English.

# Reporting Arrangements

The firm will report to the PMO and the Value Chain and Marketing Component Manager, but receive technical direction from FCBL and Component Managers, CARLEP. During the period of work, the firm will be an integral part of the CARLEP team, and will discuss progress and receive instruction on approximately a weekly basis.

Generate a PowerPoint presentation and present the report to the project team

# Timing

The consultancy will begin as soon as the firm is selected and run for minimum of three months.

# Financing and Payment Schedule

The assignment will be financed under the Commercial Agriculture and Resilient Livelihoods Enhancement Programme (CARLEP).

The payment will be made in three installments costing should be on a line item basis, breaking down cost on respective activities, from field work, analysis, to reporting:

* 30 % of the total costs upon submission and approval of the inception report
* 30 % of the total costs upon submission and approval of the first draft report
* 40% of the total costs upon submission and approval of the final report

**Proposal Contents and Evaluation Criteria**

**a) Application Submission Guidelines**

The bidder profile and references need to be structured this assignment in accordance with required qualifications and expertise defined in this Tor’s in accordance with the provision of the RFP

The firm should include the following components in the RFP by using the standard TECH and FIN Forms as referenced in the RFP:

* Technical proposal: The firm shall describe the research design (including sample design) and methodology proposed to achieve required deliverables, including a segmentation study, a household dairy category penetration study, retail survey and processing capacity and marketing strategy study. This should include both a description of activities and the proposed timeline.
* Personnel: The firm shall provide a list of names and qualifications of the individual experts and consultants proposed to work on the assignment. CVs of the proposed individuals experts and consultants shall be included as an appendix. In the event that the supplier intends to sub-contract work, CVs of the key staff at the sub-organizations should be provided.
* Experience of the firm: The firm shall also provide a description of the capabilities of the firm. This should include a general description of the firm, the technical qualifications of the staff and relevant previous experience. The firm should provide a list of relevant assignments within the last year, including the name and location of the contract as well as a brief description of the assignment. In the event that the supplier intends to sub-contract work, credentials of the sub-organizations should be provided.
* Financial budget: The firm shall propose a reasonable cost estimate for the assignment, which will include a breakdown of the budget, justification of the expenses and clearly outline level of effort in terms of days. All sums need to be submitted in gross amount and must include all the applicable taxes.

**b) Roles and Responsibility:**

Firm/ Research Firm

* Prepare the methodology and develop appropriate tools for the study in consultation with FCBL and OPM
* Conduct data collection, analysis and reporting with the approval of FCBL and OPM
* Submission and presentation of consumer study reports to FCBL and OPM
* Organize logistics for the consumer study including recruitment, transport & training for the enumerators, meetings with informers, secondary data gathering; data analysis tools & equipment.

FCBL and OPM

* Provide funds, relevant logistics and coordination for the assignment
* Provide technical guidance and quality assurance for the exercise
* Review and approve the methodology, tools, work plan and reports for the assignment
* Help with identification of sources of information and stakeholders during the study.
* At least one FCBL staff will work with the firm on this assignment.

# Firm Profile

**Qualifications**

To successfully perform these duties the firm will possess:

* 10 years of experience and demonstrated understanding in climate-sensitive vegetable value chain development, including the latest thinking and delivery models for agribusiness and producer group development in Bhutan or similar country. Good understanding of the socio-economic conditions of vegetable producers and processors.
* Proven track record in providing consulting and capacity development services
* Strong analytical skills, including business planning and financial modeling.
* Experience in application of participatory methodologies participatory research methods; participatory planning, monitoring and evaluation methods and techniques
* Experience with donor-funded project and demonstrating detail orientation, proactive attention to outcomes and expectations, and the ability to understand and effectively use information.
* Ability to establish networks among development agencies, private investors and firms involved in agribusiness and value chain development, vegetable marketing and producer group development.
* Previous experience in completing value chain analyses or feasibility studies for agribusiness development.
* Experience writing project reports in English.
	+ Excellent communication skills, ability to work in multicultural environments; able to establish and maintain harmonious working relationships with superiors, government officials and other coordinating personnel/ clients.
* Reliable and responsible personality and capacity to work under demanding professional circumstances.

**Languages:** Fluency in written and spoken English.

**Core values:**

* Integrity
* Professionalism
* Respect for diversity

**Core competencies:**

* Results orientation and accountability
* Planning and organizing
* Communication and trust
* Team orientation
* Client orientation
* Organizational development and innovation

# Section 6. Standard Forms of Contract

**STANDARD FORM OF CONTRACT**

**Consultants’ Services**

Lump-Sum

**Contents**

[Preface 115](#_Toc69531172)

[I. Form of Contract 119](#_Toc69531173)

[II. General Conditions of Contract 121](#_Toc69531174)

[1. General Provisions 121](#_Toc69531175)

[1.1 Definitions 121](#_Toc69531176)

[1.2 Law Governing Contract 122](#_Toc69531177)

[1.3 Language 122](#_Toc69531178)

[1.4 Notices 122](#_Toc69531179)

[1.5 Location 122](#_Toc69531180)

[1.6 Authority of Member in Charge 122](#_Toc69531181)

[1.7 Authorized Representatives 122](#_Toc69531182)

[1.8 Taxes and Duties 123](#_Toc69531183)

[1.9 Fraud and Corruption 123](#_Toc69531184)

[2. Commencement, Completion, Modification and Termination of Contract 124](#_Toc69531185)

[2.1 Effectiveness of Contract 124](#_Toc69531186)

[2.2 Commencement of Services 124](#_Toc69531187)

[2.3 Expiration of Contract 124](#_Toc69531188)

[2.4 Modifications or Variations 124](#_Toc69531189)

[2.5 Force Majeure 124](#_Toc69531190)

[2.6 Termination 125](#_Toc69531191)

[3. Obligations of the Consultant 126](#_Toc69531192)

[3.1 General 126](#_Toc69531193)

[3.2 Conflict of Interests 127](#_Toc69531194)

[3.3 Confidentiality 127](#_Toc69531195)

[3.4 Insurance to be Taken Out by the Consultant 127](#_Toc69531196)

[3.5 Consultant’s Actions Requiring Client’s Prior Approval 127](#_Toc69531197)

[3.6 Reporting Obligations 128](#_Toc69531198)

[3.7 Documents Prepared by the Consultant to be the Property of the Client 128](#_Toc69531199)

[3.8 Accounting, Inspection and Auditing 128](#_Toc69531200)

[4. Consultant’s Personnel 128](#_Toc69531201)

[4.1 Description of Personnel 128](#_Toc69531202)

[4.2 Removal and/or Replacement of Personnel 128](#_Toc69531203)

[5. Obligations of the Client 129](#_Toc69531204)

[5.1 Assistance and Exemptions 129](#_Toc69531205)

[5.2 Change in the Applicable Law Related to Taxes and Duties 129](#_Toc69531206)

[5.3 Services and Facilities 129](#_Toc69531207)

[6. Payments to the Consultant 129](#_Toc69531208)

[6.1 Lump-Sum Payment 129](#_Toc69531209)

[6.2 Contract Price 130](#_Toc69531210)

[6.3 Payment for Additional Services 130](#_Toc69531211)

[6.4 Terms and Conditions of Payment 130](#_Toc69531212)

[6.5 Interest on Delayed Payments 130](#_Toc69531213)

[7. Good Faith 130](#_Toc69531214)

[7.1 Good Faith 130](#_Toc69531215)

[8. Settlement Of Disputes 130](#_Toc69531216)

[8.1 Amicable Settlement 130](#_Toc69531217)

[8.2 Dispute Resolution 130](#_Toc69531218)

[III. Special Conditions of Contract 131](#_Toc69531219)

[IV. Appendices 139](#_Toc69531220)

[Appendix A – Description of Services 139](#_Toc69531221)

[Appendix B - Reporting Requirements 139](#_Toc69531222)

[Appendix C - Key Personnel and Sub-Consultants 139](#_Toc69531223)

[Appendix D - Breakdown of Contract Price in Foreign Currency 139](#_Toc69531224)

[Appendix E - Breakdown of Contract Price in Local Currency 140](#_Toc69531225)

[Appendix F - Services and Facilities Provided by the Client 140](#_Toc69531226)

[Appendix G - Form of Advance Payments Guarantee 140](#_Toc69531227)

**Contract for Consultants’ Services**

**Lump-Sum**

between

[name of the Client]

and

[name of the Consultant]

Dated:

I. Form of Contract

**Lump-Sum**

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

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

[***Note****: 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/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant’s obligations under this Contract, namely, *[name of Consultant]* and *[name of Consultant]* (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, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

(c) the Client has received [*or* has applied for] a loan from the International Fund for Agricultural Development (hereinafter called the “Fund or IFAD”) towards the cost of the Services and intends to apply a portion of the proceeds of this loan [*or* credit] to eligible payments under this Contract, it being understood (i) that payments by IFADwill be made only at the request of the Client and upon approval by IFAD, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan [*or* credit], and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan [or credit] or have any claim to the loan [*or* credit] 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;

(b) The Special Conditions of Contract;

(c) The following Appendices: [***Note****: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix*]

Appendix A: Description of Services Not used

Appendix B: Reporting Requirements Not used

Appendix C: Key Personnel and Sub-Consultants Not used

Appendix D: Breakdown of Contract Price in Foreign Currency Not used

Appendix E: Breakdown of Contract Price in Local Currency Not used

Appendix F: Services and Facilities Provided by the Client Not used

Appendix G: Form of Advance Payment Guarantee Not used

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:

(a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and

(b) the Client shall make payments to the Consultants 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 *[name of Client]*

*[Authorized Representative]*

For and on behalf of *[name of Consultant]*

*[Authorized Representative]*

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

For and on behalf of each of the Members of the Consultant

*[name of member]*

*[Authorized Representative]*

*[name of member]*

*[Authorized Representative]*

II. General Conditions of Contract

1. General Provisions

|  |  |
| --- | --- |
| 1.1 Definitions | Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:(a) “Applicable Law” means the laws and any other instruments having the force of law in the Government’s country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.(b) “IFAD” means the International Fund for Agricultural Development.(c) “Consultant” means any private or public entity that will provide the Services to the Client under the Contract.(d) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.(e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;(f) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.(g) “Foreign Currency” means any currency other than the currency of the Client’s country.(h) “GC” means these General Conditions of Contract.(i) “Government” means the Government of the Client’s country.(j) “Local Currency” means the currency of the Client’s country.(k) “Member” means any of the entities that make up the joint venture/consortium/association, and “Members” means all these entities.(l) “Party” means the Client or the Consultant, as the case may be, and “Parties” means both of them.(m) “Personnel” means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.(n) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.(o) “Services” means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.(p) “Sub-Consultants” means any person or entity to whom/which the Consultant subcontracts any part of the Services.(q) “In writing” means communicated in written form with proof of receipt. |
| 1.2 Law Governing Contract | This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law. |
| 1.3 Language | This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. |
| 1.4 Notices |  |
| 1.4.1 | Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. 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 SC. |
| 1.4.2 | A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC. |
| 1.5 Location | 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. |
| 1.6 Authority of Member in Charge | In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC 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. |
| 1.7 Authorized Representa­tives | 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 SC. |
| 1.8 Taxes and Duties | The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price. |
| 1.9 Fraud and Corruption | If the Client determines that the Consultant and/or their Sub-Consultants has engaged in corrupt, fraudulent, collusive coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2. |
| 1.9.1 Defini­tions | For the purposes of this Sub-Clause, the terms set-forth below are defined as follows: (i) “corrupt practice”[[7]](#footnote-7) is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;(ii) “fraudulent practice”[[8]](#footnote-8) is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;(iii) “collusive practice”[[9]](#footnote-9) is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;(iv) “coercive practice”[[10]](#footnote-10) 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 party;(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 IFADinvestigation 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 IFAD’s inspection and audit rights provided for under Clause 3.6. |
| 1.9.2 Measures to be Taken | (vi) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to IFAD to remedy the situation;(vii) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded IFAD-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, IFAD-financed contract; |
| 1.9.3 Commis­sions and Fees | The Client will require the successfulConsultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee. |

2. Commencement, Completion, Modification and Termination of Contract

|  |  |
| --- | --- |
| 2.1 Effectiveness of Contract | This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date. |
| 2.2 Commence­ment of Services | The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC. |
| 2.3 Expiration of Contract | Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC. |
| 2.4 Modifications or Variations | 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. |
| 2.5 Force Majeure |  |
| 2.5.1 Definition | For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. |
| 2.5.2 No Breach of Contract | The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. |
| 2.5.3 Extension of Time | 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. |
| 2.5.4 Payments | During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period. |
| 2.6 Termination |  |
| 2.6.1 By the Client | 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 GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days’ written notice of termination to the Consultant, and sixty (60) days’ in the case of the event referred to in (e).(a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.(b) If the Consultant becomes insolvent or bankrupt.(c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.(d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) 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 comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof. |
| 2.6.2 By the Consult­ant | The Consultants may terminate this Contract, by not less than thirty (30) days’ written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:(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 GC 7 hereof within forty-five (45) 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) days.(c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof. |
| 2.6.3 Payment upon Termina­tion | Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:(a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;(b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents. |

3. Obligations of the Consultant

|  |  |
| --- | --- |
| 3.1 General |  |
| 3.1.1 Standard of Perform­ance | The Consultant shall perform the Services and carry out their obligations hereunder 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 faithful advisers to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with Sub-Consultants or third Parties. |
| 3.2 Conflict of Interests | 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. |
| 3.2.1 Consult­ants not to Benefit from Commis­sions, Discounts, etc. | The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant’s only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment. |
| 3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project | 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 services (other than consulting services) resulting from or directly related to the Consultant’s Services for the preparation or implementation of the project. |
| 3.2.3 Prohibition of Conflicting Activities | The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract. |
| 3.3 Confidentiality | Except with the prior written consent of the Client, the Consultant and the Personnel 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 Personnel make public the recommendations formulated in the course of, or as a result of, the Services. |
| 3.4 Insurance to be Taken Out by the Consultant | The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (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, as shall be specified in the SC; and (b) at the Client’s request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid. |
| 3.5 Consultant’s Actions Requiring Client’s Prior Approval | The Consultant shall obtain the Client’s prior approval in writing before taking any of the following actions:(a) entering into a subcontract for the performance of any part of the Services,(b) appointing such members of the Personnel not listed by name in Appendix C, and(c) any other action that may be specified in the SC. |
| 3.6 Reporting Obligations | (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix. |
| 3.7 Documents Prepared by the Consultant to be the Property of the Client | (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and 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.(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC. |
| 3.8 Accounting, Inspection and Auditing | The Consultant shall permit IFAD and/or persons appointed by IFAD to inspect its accounts and records as well as those of its Sub-Consultants relating to the performance of the Contract, and to have such accounts and records audited by auditors appointed by IFAD if required by IFAD. The Consultant’s attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of IFAD’s inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility under the Consultant Guidelines). |

4. CONSULTANT’S Personnel

|  |  |
| --- | --- |
| 4.1 Description of Personnel | The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant’s Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. |
| 4.2 Removal and/or Replacement of Personnel | (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client’s written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.(c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel. |

5. Obligations of the Client

|  |  |
| --- | --- |
| 5.1 Assistance and Exemptions | The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC. |
| 5.2 Change in the Applicable Law Related to Taxes and Duties | If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the 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, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be. |
| 5.3 Services and Facilities | The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F. |

6. Payments to the Consultant

|  |  |
| --- | --- |
| 6.1 Lump-Sum Payment | The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4. |
| 6.2 Contract Price | (a) The price payable in foreign currency/currencies is set forth in the SC.(b) The price payable in local currency is set forth in the SC. |
| 6.3 Payment for Additional Services | For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E. |
| 6.4 Terms and Conditions of Payment | Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due. |
| 6.5 Interest on Delayed Payments | If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC. |

7. Good Faith

|  |  |
| --- | --- |
| 7.1 Good Faith | 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. |

8. Settlement Of Disputes

|  |  |
| --- | --- |
| 8.1 Amicable Settlement | The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. |
| 8.2 Dispute Resolution | Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party’s request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC. |

III. Special Conditions of Contract

(Clauses in brackets { } are optional; all notes should be deleted in final text)

|  |  |
| --- | --- |
| **Number of GC Clause** | **Amendments of, and Supplements to, Clauses in the General Conditions of Contract** |
| **{1.1(a)}** | {The words “in the Government’s country” are amended to read “in *[insert name of country]*.”} |
| **1.3** | The language/s is/are *[insert the language/s]*. |
| **1.4** | The addresses are:Client: Attention: Facsimile: E-mail: Consultant:  Attention: Facsimile: E-mail:  |
| **{1.6}** | {The Member in Charge is *[insert name of member]*}***Note****: If the Consultant consists of a joint venture/ consortium/ association of more than one entity, the name of the entity whose address is specified in Clause SC 1.6 should be inserted here. If the Consultant consists only of one entity, this Clause SC 1.8 should be deleted from the SC.* |
| **1.7** | The Authorized Representatives are:For the Client: For the Consultant:  |
| **1.8** | ***Note****: While IFAD does not reimburse payments for duties and indirect taxes levied by the Government’s country, it leaves it to the Client to decide whether the Consultant (****i****) should be exempted from any such levies, or (****ii****) should be reimbursed by the Client for any such levies they might have to pay (or that the Client would pay such levies on behalf of the Consultant and the Personnel).**The Consultant must be informed in Clause Reference 3.7 of the Data Sheet about which alternative the Client wishes to apply.*The Client warrants that the Consultant, the Sub-Consultants and the Personnel shall be exempt from (or that the Client shall pay on behalf of the Consultant, the Sub-Consultants and the Personnel, or shall reimburse the Consultant, the Sub-Consultants and the Personnel for) any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:(a) any payments whatsoever made to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government’s country), in connection with the carrying out of the Services;(b) any equipment, materials and supplies brought into the Government’s country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;(d) any property brought into the Government’s country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government’s country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government’s country, provided that: |
|  | (1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government’s country in importing property into the Government’s country; and(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government’s country upon which customs duties and taxes have been exempted, the Consultant, Sub-Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government’s country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government’s country. |
| **{2.1}** | **{**The Effective Date is *[insert date].***}*****Note****: The Effective Date may be specified by reference to conditions of effectiveness of the Contract, such as approval of the Contract by IFAD, effectiveness of IFAD Loan, etc. If the Contract shall come into effect on the date it is signed, this Clause SC 2.1 should be deleted from the SC.* |
| **2.2** | The date for the commencement of Services is *[insert date]*. |
| **2.3** | The time period shall be *[insert time period, e.g.: twelve months]*. |
| **3.4** | The risks and the coverage shall be as follows:(a) 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 of *[insert amount and currency]*;(b) Third Party liability insurance, with a minimum coverage of *[insert amount and currency]*;(c) professional liability insurance, with a minimum coverage of *[insert amount and currency]*; (d) employer’s liability and workers’ compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant’s property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.***Note****: Delete what is not applicable* |
| **{3.5 (c)}** | {The other actions are: *[insert actions]*.}***Note****: If there are no other actions, delete this Clause SC 3.5 (c).* |
| **{3.7 (b)}** | ***Note****: If there is to be no restriction on the future use of these documents by either Party, this Clause SC 3.7 should be deleted. If the Parties wish to restrict such use, any of the following options, or any other option agreed to by the Parties, may be used:*{The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.}{The Client shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Consultant.}{Neither Party shall use these documents and software for purposes unrelated to this Contract without the prior written approval of the other Party.} |
| **{5.1}** | ***Note****: List here any assistance or exemptions that the Client may provide under Clause 5.1. If there is no such assistance or exemptions, state “not applicable.”* |
| **6.2(a)** | The amount in foreign currency or currencies is *[insert amount]*. |
| **6.2(b)** | The amount in local currency is *[insert amount]*. |
| **6.4** | The accounts are:for foreign currency or currencies: *[insert account]*for local currency: *[insert account]*Payments shall be made according to the following schedule:***Note****: (a) the following installments are indicative only; (b) if the payment of foreign currency and of local currency does not follow the same schedule, add a separate schedule for payment in local currency; (c) “commencement date” may be replaced with “date of effectiveness;” and (d) if applicable, detail further the nature of the report evidencing performance, as may be required, e.g., submission of study or specific phase of study, survey, drawings, draft bidding documents, etc., as listed in Appendix B, Reporting Requirements. In the example provided, the bank guarantee for the repayment is released when the payments have reached 50 percent of the lump- sum price, because it is assumed that at that point, the advance has been entirely set off against the performance of services.*(a) Twenty (20) percent of the Contract Price shall be paid on the commencement date against the submission of a demand guarantee for the same.(b) Ten (10) percent of the lump-sum amount shall be paid upon submission of the inception report.(c) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the interim report.(d) Twenty-five (25) percent of the lump-sum amount shall be paid upon submission of the draft final report.(e) Twenty (20) percent of the lump-sum amount shall be paid upon approval of the final report.(f) The demand guarantee shall be released when the total payments reach fifty (50) percent of the lump-sum amount.***Note****: This sample clause should be specifically drafted for each contract.* |
| **6.5** | The interest rate is: *[insert rate]*. |
| **8.2** | Disputes shall be settled by arbitration in accordance with the following provisions:1. Selection of Arbitrators. Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:(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 *[name an appropriate international professional body, e.g., the Federation Internationale des Ingenieurs-Conseil (FIDIC) of Lausanne, Switzerland]* for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, 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, *[insert the name of the same professional body as above]* shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one 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 arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by *[name an appropriate international appointing authority, e.g., the Secretary General of the Permanent Court of Arbitration, The Hague; the Secretary General of the International Centre for Settlement of Investment Disputes, Washington, D.C.; the International Chamber of Commerce, Paris; etc.]*. |
|  | (c) If, in a dispute subject to Clause SC 8.2 1.(b), 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 the *[name the same appointing authority as in Clause SC 8.2 1.(b)]* 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.2. Rules of Procedure. Except as stated herein, arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.3. Substitute Arbitrators. If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.4. Nationality and Qualifications of Arbitrators. The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute and shall not be a national of the Consultant’s home country [***Note****: If the Consultant consists of more than one entity, add:* or of the home country of any of their Members or Parties] or of the Government’s country. For the purposes of this Clause, “home country” means any of:(a) the country of incorporation of the Consultant [***Note****: If the Consultant consists of more than one entity, add:* or of any of their Members or Parties]; or(b) the country in which the Consultant’s [or any of their Members’ or Parties’] principal place of business is located; or(c) the country of nationality of a majority of the Consultant’s [or of any Members’ or Parties’] shareholders; or(d) the country of nationality of the Sub-Consultants concerned, where the dispute involves a subcontract. |
|  | 5. Miscellaneous. In any arbitration proceeding hereunder:(a) proceedings shall, unless otherwise agreed by the Parties, be held in *[select a country which is neither the Client’s country nor the consultant’s country]*;(b) the *[type of language]* 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 – Description of Services

***Note:*** *Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.*

Appendix B - Reporting Requirements

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

Appendix C - Key Personnel and Sub-Consultants

***Note:*** *List under:*

*C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government’s country, and estimated staff-months for each.*

*C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside the Government’s country.*

*C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.*

*C-4 Same information as C-1 for Key local Personnel.*

Appendix D - Breakdown of Contract Price in Foreign Currency

***Note:*** *List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:*

*1. Monthly rates for Personnel (Key Personnel and other Personnel).*

*2. Reimbursable expenses.*

*This appendix will exclusively be used for determining remuneration for additional services.*

Appendix E - Breakdown of Contract Price in Local Currency

***Note:*** *List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:*

*1. Monthly rates for Personnel (Key Personnel and other Personnel).*

*2. Reimbursable expenditures.*

*This appendix will exclusively be used for determining remuneration for additional services.*

Appendix F - Services and Facilities Provided by the Client

***Note:*** *List here the services and facilities to made available to the Consultant by the Client.*

Appendix G - Form of Advance Payments Guarantee

***Note****: See Clause GC 6.4 and Clause SC 6.4.*

**Bank Guarantee for Advance Payment**

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Bank’s Name, and Address of Issuing Branch or Office]*

**Beneficiary:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[Name and Address of Client]*

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have been informed that *[name of Consulting Firm]* (hereinafter called "the Consultants") has entered into Contract No. *[reference number of the contract]* dated *[insert date]* with you, 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 *[amount in figures]* (*[amount in words]*) is to be made against an advance payment guarantee.

At the request of the Consultants, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*)[[11]](#footnote-11)1 upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have 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 Consultants on their account number \_\_\_\_\_\_\_\_\_\_\_ at *[name and address of Bank]*.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 2\_\_\_,[[12]](#footnote-12)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, ICC Publication No. 458.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[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.*

1. In this context, any action taken by a consultant or a sub-consultant to influence the selection process or contract execution for undue advantage is improper. [↑](#footnote-ref-1)
2. “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes IFADstaff and employees of other organizations taking or reviewing selection decisions. [↑](#footnote-ref-2)
3. A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution. [↑](#footnote-ref-3)
4. “Parties” refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels. [↑](#footnote-ref-4)
5. “Party” refers to a participant in the selection process or contract execution. [↑](#footnote-ref-5)
6. 1 Where *w* = weekends, *ph* = public holidays, *v* = vacation, and *s* = sick leave. [↑](#footnote-ref-6)
7. “Another party” refers to a public official acting in relation to the selection process or contract execution. In this context, “public official” includes IFAD staff and employees of other organizations taking or reviewing procurement decisions. [↑](#footnote-ref-7)
8. A “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution. [↑](#footnote-ref-8)
9. “Parties” refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels. [↑](#footnote-ref-9)
10. A “party” refers to a participant in the selection process or contract execution. [↑](#footnote-ref-10)
11. 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. [↑](#footnote-ref-11)
12. 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.” [↑](#footnote-ref-12)