

Standard Procurement Documents



Simplified Request for Proposal

1st Edition

December 2020



Dutch Committee for Afghanistan

Request for Proposals

For

Hiring of Consultancy Firm To Conduct Endline Survey of Crisis Response Initiative Project (CRI).

Ref No: RFP-2000004372-002

Issue date: July11 2024

Foreword

This bidding document has been prepared by *Dutch Committee for Afghanistan* and is based on the 1st edition of the IFAD-issued standard procurement document for simplified requests for proposals available at <u>www.ifad.org/project-procurement</u>. This bidding document is to be used for the procurement of services using QCBS, QBS, FBS, or LCS in projects financed by IFAD.

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

Section I. Letter of Invitation

Kabul, July 11, 2024

Invitation no. RFP-2000004372-002

Grant no. \ loan no. 2000004372

Dear Sir/ Madam,

 The Dutch Committee for Afghanistan has received financing from the International Fund for Agricultural Development (IFAD) towards the cost of *Crises Response initiative – Afghanistan (CRI) project* ("the client" or "procuring entity"), and intends to apply part of the financing for the recruitment of consulting services. The use of any IFAD financing shall be subject to IFAD's approval, pursuant to the terms and conditions of the financing agreement, as well as IFAD's rules, policies and procedures. IFAD and its officials, agents and employees shall be held harmless from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any party in connection with *CRI project*.

This request for proposals follows the general procurement notice that appeared in *the* IFAD website at <u>www.ifad.org/project-procurement</u>.

- 2. The request for proposal was advertised in ACBAR website (<u>https://www.acbar.org</u>) on July 11, 2024.
- 3. The Dutch Committee for Afghanistan now invites proposals to provide the following consulting services: *Hiring of Consultancy Firm to Conduct Endline Survey of Crisis Response Initiative Project (CRI)*. More details on the services are provided in the terms of reference.
- 4. A firm will be selected under the "Quality- and cost-based selection (QCBS) " method and procedures described in this RFP, in accordance with the policies detailed in the latest IFAD's Project Procurement Guidelines as approved by IFAD's Executive Board and IFAD Procurement Handbook.
- 5. This request for proposal (RFP) has been addressed to the following shortlisted consultants: [N/A]
- 6. The RFP includes the following documents:

- Section 1 Letter of invitation Section 2 - Instructions to consultants Section 3 - Technical proposal - standard forms Section 4 - Financial proposal - standard forms Section 5 - Terms of reference Section 6 - Standard forms of contract Section 7 - Forms
- The requested proposal should be submitted no later than July 16, 2024, 04:00 Kabul, Afghanistan local time, to the below address: District 3, Kabul university last station, next Karwan University, House #16, Kabul, Afghanistan
- 8. The proposal must remain valid for 90 (ninety) days after the above submission date. During this period, the consultant shall maintain the availability of professional staff nominated in the proposal.
- 9. The estimated indicative budget for this assignment is the amount of fund being audited and the delivery timeline (Please refer to TOR)
- 10. Please inform us in writing upon receipt:
 - (a) that you received the letter of invitation; and
 - (b) whether you will submit a proposal alone or in association.

at the following address

DCA's Procurement Department Attn: Sayed Sarwar Maudodi, Senior Procurement Officer

Address: District 3, Kabul university last station, Next to the Karwan University, House #16, Kabul, Afghanistan Tel: +93794484577 E-mail: sarwar.maudodi@dca-af.org

Yours sincerely,

Ali Raza Ahmadi, Operations Manager Dutch Committee for Afghanistan

Section II. Instructions to Consultants

- 1. A two-envelope system is to be used.
- 2. The consultant shall not have any actual, potential or reasonably perceived conflict of interest. A consultant with an actual, potential or reasonably perceived conflict of interest shall be disqualified unless otherwise explicitly approved by the International Fund for Agricultural Development (IFAD or the Fund). A consultant, including their respective personnel and affiliates, are considered to have a conflict of interest if any of them a) has a relationship that provides them with undue or undisclosed information about or influence over the selection process and the execution of the contract, b) participates in more than one proposal under this procurement action, c) has a business or family relationship with a member of the client's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the expression of interest, (ii) the selection process for this procurement, or (iii) execution of the contract. The consultant has an ongoing obligation to disclose any situation of actual, potential or reasonably perceived conflict of interest during expression of interest (if any), preparation of the proposal, the selection process or the contract execution. Failure to properly disclose any of said situations may lead to appropriate actions, including the disqualification of the consultant, the termination of the contract and any other as appropriate under the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations¹.
- 3. All bidders are required to comply with the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "IFAD's Anticorruption Policy") while competing for, or in executing, the contract.
 - a. If determined that a bidder or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers, and/or the latter's personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices as defined in IFAD's Anticorruption Policy or sexual harassment, exploitation and abuse as defined in IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse² in competing for, or in executing, the contract, the proposal may be rejected or the contract may be terminated by the client.

Section II Instructions to Consultants

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

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

- b. In accordance with IFAD's Anticorruption Policy, the Fund may investigate and, when applicable, sanction entities and individuals, including by debarring them, either indefinitely or for a stated period of time, to participate in any IFAD-financed or IFAD-managed activity or operation. A debarment includes, *inter alia*, ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund. The Fund may also unilaterally recognize eligible debarments by any of the International Financial Institutions signatories to the Agreement for Mutual Enforcement of Debarment Decisions.
- c. Bidders and any of their personnel and agents, and their sub-consultants, subcontractors, service providers, suppliers, sub-suppliers, and the latter's personnel and agents are required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this bidding process or the execution of the contract and to have such accounts, premises, records and documents audited and/or inspected by auditors and/or investigators appointed by the Fund.
- d. Bidders have the ongoing obligation to disclose in their quotation and later in writing as may become relevant: (i) any administrative sanctions, criminal convictions or temporary suspensions of themselves or any of their key personnel or agents for corrupt, fraudulent, collusive, coercive or obstructive practices, and (ii) any commissions or fees paid or to be paid to agents or other parties in connection with this bidding process or the execution of the contract. Bidders must disclose the name and contact details of the agent or other party and the reason, amount and currency of the commission or fee paid or to be paid. Failure to comply with these disclosure obligations may lead to rejection of the proposal or termination of the contract.
- e. Bidders shall keep all records and documents, including electronic records, relating to this selection process available for a minimum of three (3) years after notification of completion of the process or, in case the bidder is awarded the contract, execution of the contract.
- 4. The Fund requires that all beneficiaries of IFAD funding or funds administered by IFAD, including the client, any consultants, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and

execution of such contracts, and commit to combat money laundering and terrorism financing consistent with IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.³

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

DCA's Procurement Department Attn: Sayed Sarwar Maudodi, Senior Procurement Officer Address: District 3, Kabul university last station, Next to the Karwan University, House #16, Kabul, Afghanistan Tel: +93794484577 E-mail: sarwar.maudodi@dca-af.org

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

- 6. The original and all copies of the technical proposal shall be placed in a sealed envelope clearly marked "technical proposal" (followed by the grant/loan and assignment number and name). Similarly, the original financial proposal shall be placed in a sealed envelope clearly marked "financial proposal", followed by the grant/assignment number and name, and with a warning "do not open with the technical proposal". The envelopes containing the technical and financial proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the procurement (and assignment), and be clearly marked "do not open, except in presence of the official appointed, before July 14,2024, 04:00 Kabul, Afghanistan local time".
- 7. The technical proposal shall be based on the technical forms attached in section 3, including the CVs of the proposed staff.
- 8. The evaluation committee shall evaluate the technical proposals on the basis of their responsiveness to the terms of reference, applying the evaluation criteria, sub criteria, and point system specified here below:

Section II Instructions to Consultants Hiring of Consultancy Firm to conduct the Endline Survey of Crisis Response Initiative Project (CRI)- Ref. No: RFP-2000004372-002.

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

| | | Points |
|-----|--|--------|
| I. | Specific experience of the consultant (as a firm) relevant to the assignment: | 10 |
| II. | Adequacy and quality of the proposed methodology, and work plan in responding to the terms of reference (TOR): | 40 |
| . | Key experts' qualifications and competence for the assignment: | |
| | a) Position K-1: Team Leader/Report Writer | 20 |
| | b) Position K-2: Livelihood Advisor | 20 |
| | c) Position K-3: Data Analyst | 10 |
| | Total points for criterion III: | 50 |

| Total points for the three criteria:10 | 0 |
|--|---|
|--|---|

The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights:

| , | General qualifications (general education, raining, and experience): | 20% |
|---------|---|-----|
| é e | Adequacy for the assignment (relevant education, training, experience in the ector/similar assignments): | 70% |
| le o | elevant experience in the region (working evel fluency in local language(s)/knowledge f local culture or administrative system, overnment organization, etc.): | 10% |

Total weight: 100%

- 9. A proposal shall be rejected at this stage if it does not respond to important aspects of the request for proposals (RFP), and particularly the terms of reference or if it fails to achieve the minimum technical score indicated of 75 points.
- 10. After the technical evaluation is completed, the client shall inform the consultants who have submitted proposals about the technical scores obtained by their technical proposals, and shall notify those consultants in writing whose proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and TOR, that their financial proposals will be returned unopened after completing the selection process. The client shall simultaneously notify in writing consultants that have secured the minimum qualifying mark of the date, time and location for opening the financial proposals. The opening date should allow consultants sufficient time to make arrangements for attending the opening. Consultants' attendance at the opening of financial proposals is optional.
- 11. Financial proposals shall be opened publicly in the presence of the consultants' representatives who choose to attend. The name of the consultants and the technical scores of the consultants shall be read aloud. The financial proposal of the consultants who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These financial proposals shall be then opened, and the total prices read aloud and recorded. A copy of the record shall be sent to all consultants and IFAD (in case of prior review).
- 12. The financial evaluation shall be based on the financial forms attached in section 4.
- 13. Combined technical/financial evaluation:

The total score is calculated by weighting the technical and financial scores and adding them as per the following:

The lowest evaluated financial proposal (Fm) will be given the maximum financial score (Sf) of 100 points. The financial scores (Sf) of the other financial proposals will be computed as follows: Sf = 100x Fm/F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the technical proposal; P = the weight given to the financial proposal; T + P = 100) [T = 70 and P = 30] S = St x T% + Sf x P%. The firm achieving the highest combined technical and financial score will be invited for negotiations.

Section II Instructions to Consultants

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

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

- 15. Negotiations: negotiations will be held on the following date and address:
 - a. July 18 2024
 - b. District 3, Kabul university last station, Next to the Karwan University, House #16, Kabul, Afghanistan
- c. The invited consultant will be invited to negotiations via the notification of award (NoA). This Notification of Award is subject to successful negotiations. The consultant will, as a pre-requisite for attendance at the negotiations, confirm the availability of all the key professional personnel listed in the technical proposal. Failure to confirm such personnel may result in the client proceeding to negotiate with the next-ranked consultant. Representatives conducting negotiations on behalf of the consultant must have written authority to negotiate and conclude the contract on behalf of the consultant.
- 16. The consultant is expected to commence the assignment by **21 July 2024** and at the following address:

District 3, Kabul university last station, next to the Karwan University, House #16, Kabul, Afghanistan

Section III. Technical Proposal - Standard Forms

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

Form TECH-1 Technical Proposal Submission Form

Kabul, To:

Dear Sirs or Madams,

- 1. We, the undersigned, offer to provide the consulting services: "*CRI Afghanistan project audit*" in accordance with your request for proposal dated 24th January 2024 and our proposal. We are hereby submitting our proposal, which includes this technical proposal, and a financial proposal in separate envelopes.
- 2. We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- 3. If negotiations are held during the period of validity of the proposal, we undertake to negotiate on the basis of the proposed staff. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations.
- 4. We undertake, if our proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in the terms of reference.
- 5. Our proposal is open for acceptance for a period of ninety (90) days.
- 6. Our firm, its associates, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Fund and have not been subject to sanctions or debarments under the laws or official regulations of the client's country or not been subject to a debarment recognized under the Agreement for Mutual Enforcement of Debarment Decisions (the "Cross-Debarment Agreement")⁴, beyond those declared in paragraph 12 of this proposal submission form.
- 7. We acknowledge and accept the IFAD Revised Policy on Preventing Fraud and Corruption in its Activities and Operations. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any prohibited practices as provided in ITC Clause 3. Further, we acknowledge and understand our obligation to report to <u>anticorruption@ifad.org</u> any allegation of prohibited practice that comes to our attention during the selection process or the contract execution.
- 8. No attempt has been made or will be made by us to induce any other consultant to submit or not to submit a proposal for the purpose of restricting competition.
- 9. We acknowledge and accept the IFAD Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. We certify that neither our firm nor any person

Section III Technical Proposal – Standard Forms

Hiring of Consultancy Firm to conduct the Endline Survey of Crisis Response Initiative Project (CRI)- Ref. No: RFP-2000004372-002

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

acting for us or on our behalf has engaged in any sexual harassment, sexual exploitation or abuse. Further, we acknowledge and understand our obligation to report to <u>ethicsoffice@ifad.org</u> any allegation of sexual harassment, sexual exploitation and abuse that comes to our attention during the selection process or the contract execution.

10. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the selection process: [insert complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity.]

| Name of recipient | Address | Reason | Amount | Currency |
|-------------------|---------|--------|--------|----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

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

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

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

Section III Technical Proposal – Standard Forms

Hiring of Consultancy Firm to conduct the Endline Survey of Crisis Response Initiative Project (CRI)- Ref. No: RFP-2000004372-002

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

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

Yours sincerely,

Authorized signature [In full and initials]:

Name and title of signatory:

Name of firm:

Address: _____

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

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

B - Consultant's Experience

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

| Assignment name: | Approx. value of the contract (in current US\$ or Euro): | | | | | | | |
|---|--|--|--|--|--|--|--|--|
| Country: Location within country: | Duration of assignment (months): | | | | | | | |
| Name of client: | Total no. of staff-months of the assignment: | | | | | | | |
| Address: | Approx. value of the services provided by your firm under the contract (in 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 you | r staff within the assignment: | | | | | | | |

Firm's name:

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

A - On the Terms of Reference

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

B - On Counterpart Staff and Facilities

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

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

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

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

a) Technical Approach and methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, 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 | | | | | | | | | | | | |
|--------------------|-------------------|-------------------|------------------|--|--|--|--|--|--|--|--|--|
| Firm | Area of expertise | Position assigned | Task(s) assigned | | | | | | | | | |
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| | Firm | | | | | | | | | | | |

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

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

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

3. Name of staff [Insert full name]:

- 4. Date of birth: ______Nationality: _____
- 5. Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:

6. Membership of professional associations:

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

- 8. Countries of work experience: [List countries where staff has worked in the last ten years]:_____
- 9. Languages [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- 10. Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:

| From [Year]: To [Year]: |
|-------------------------|
|-------------------------|

Employer:

Positions held:

| 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: Section III Technical Proposal – Standard Forms Section III Technical Proposal – Standard Forms Hiring of Consultancy Firm to conduct the Endline Survey of Crisis Response Initiative Project (CRI)- Ref. No: RFP-2000004372-002.

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Form TECH 7: Staffing Schedule⁵

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

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

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

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

Section III Technical Proposal – Standard Forms

Hiring of Consultancy Firm to conduct the Endline Survey of Crisis Response Initiative Project (CRI)- Ref. No: RFP-2000004372-002

| | | | | | | | Subtotal | | | | | |
|-------|--|---------|--|--|--|--|----------|--|--|--|--|--|
| Local | | | | | | | | | | | | |
| 1 | | [Home] | | | | | | | | | | |
| 1 | | [Field] | | | | | | | | | | |
| 2 | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | |
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| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| n | | | | | | | | | | | | |
| | | | | | | | Subtotal | | | | | |
| | | | | | | | Total | | | | | |



Full time input Part time input

Form TECH 8: Work Schedule

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

Hiring of Consultancy Firm to conduct the Endline Survey of Crisis Response Initiative Project (CRI)- Ref. No: RFP-2000004372-002

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

Section III Technical Proposal – Standard Forms

Section IV. Financial Proposal - Standard Forms

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

Form FIN-1 Financial Proposal Submission Form

[Location, date]

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To:

Dear Sirs:

We, the undersigned, offer to provide the consulting services for the "[insert title of assignment]" in accordance with your request for proposal dated [insert date of issuance of RFP] and our technical proposal. Our attached financial proposal is for the sum of [insert amount(s) in words and figures⁹]. This amount is exclusive of the local taxes (such as: value added or sales tax, social charges or income taxes on non-resident foreign personnel, duties, fees, levies), which shall be identified during negotiations and shall be added to the above amount.

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

Commissions and gratuities paid or to be paid by us to agents relating to this proposal and contract execution, if we are awarded the contract, are listed below¹⁰:

| Name and address | Amount and | Purpose of commissior | | | | | |
|------------------|------------|-----------------------|--|--|--|--|--|
| of agents | currency | or gratuity | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

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

Yours sincerely,

Section IV Financial Proposal – Standard Forms

Hiring of Consultancy Firm to conduct the Endline Survey of Crisis Response Initiative Project (CRI)- Ref. No: RFP-2000004372-002

⁹ Amounts must coincide with the ones indicated under total cost of financial proposal in form FIN-2. ¹⁰ If applicable, replace this paragraph with: "no commissions or gratuities have been or are to be paid by us to agents relating to this proposal and contract execution."

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

Address: _____

Form FIN-2 Financial Proposal

| Categories | Unit | Quantity per activity* | | | Total quant. per | Unit rate | Total amount in US\$ per | Total amount per activity* | | |
|---|------------|---------------------------|-----|-----|----------------------------|--------------|--------------------------------|-------------------------------|--------------------|--------------------|
| | | 1 | 2 | n | category | | category | 1 | 2 | n |
| | | (a) | (b) | (x) | (d) = (a) + (b) +(x) | (e) | (f) = (d) * (e) | (g) = (a) * (e) | (h) = (b) * (e) | (z) = (x) * (e) |
| 1) Remunerati | on in US\$ | | | | | | · | | | |
| Consultant 1 | day | | | | | | | | | |
| Consultant 2 | day | | | | | | | | | |
| Consultant 3 | day | | | | | | | | | |
| Consultant 4 | day | | | | | | | | | |
| Consultant n | day | | | | | | | | | |
| Subtotal remuneration | weeks | | | | | | | | | |
| 2) Reimbursab | ole | | | | | | | | | |
| Subsistence allowance | Day | | | | | | | | | |
| Local ransportation costs | Trip | | | | | | | | | |
| | | | | | | | | | | |
| 3) Miscellaneo | us expen | ses | | | | | | | | |
| Communication costs telephone, elegram, telex) | day | | | | | | | | | |
| Drafting, eproduction of eports | day | | | | | | | | | |
| Equipment: computers, etc. | day | | | | | | | | | |
| Software | day | | | | | | | | | |
| Subtotal 3: niscellaneous expenses | | | | | | | | | | |
| niscellaneous | Int | | | | | | | | | |

Section IV Financial Proposal – Standard Forms Hiring of Consultancy Firm to conduct the Endline Survey of Crisis Response Initiative Project (CRI)- Ref. No: RFP-2000004372-002

Section V. Terms of Reference

[Please refer to the attachment]

List of Annexes

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

Annex A: Terms of Reference and Scope of Services

REQUEST FOR EXPRESSIONS OF INTEREST For Hiring of Consultancy Firm

For Endline Survey of Crisis Response Initiative Project (CRI). Publication Date: July 11, 2024 Dutch Committee for Afghanistan (DCA). Reference No: 2000004372-02

1. Introduction:

DCA Livestock Programs (DCA-LP) is committed to a high standard of business conduct, adherence to that and Other DCA–LP policies and procedures are essential to merit the confidence and support of our clients and donors. Through these terms of reference DCA-LP is seeking a qualified firm or individual that is legally certified to prepare a procurement manual that reflects both international donors' regulations and local practices to some extent. The manual should be prepared as a working guide not as a legal document, emphasis should be on overall policy, applicability, and readability rather than providing an all- inclusions answer to specific issues. The policy and rules should effectively manage the DCA-LP's businesses and meet the ever-changing needs of the marketplace.

Background:

DCA-LP's mission is to reduce poverty and increase food security for the people of Afghanistan by protecting livelihood assets and building resilience. Our livelihoods approach is at the nexus of humanitarian, development, and peacebuilding and focuses on building resilience in conflict. DCA-LP's community-driven approach is built upon four central pillars: food security and livelihood improvement, extension, value chain development, and institutional capacities. These four fields of activity constitute a potent mix to drive our mission. Gender equality and one health (the interface between human, animal, and environmental health stressing new pandemics and epidemics such as COVID-19) will continue to be our guiding principles.

DCA-LP has worked in 32 of the total 34 provinces of Afghanistan through projects funded by USAID, State Departments, USDA, DAI, EU, IFAD, World Bank, JICA, PUR Project, Brooke, UNODC, FAO, GIZ, etc. These include participatory selection, training, equipping, and follow-up of self-reliant private field units. The government now recognizes more than 1,000

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

Veterinary Field Units established by DCA-LP over several years throughout the country to provide food security/livelihood protection, delivery of animal health and extension services, building public-private partnerships, and market value chains. DCA-LP's projects contributed to reducing illicit agriculture, such as opium production in central and northern Afghanistan, increased income by 30-40%, created jobs, and empowered women, among other things. Several emergency response projects, including feed distribution using the voucher system, emergency livestock health, extension, value chain, and prevention of the spread of COVID-19 through a one-health approach and using our vocational trainees, were also implemented.

The Project Goal and Objective:

Project Goal: Impacts of the Ukraine war crisis ripple effects on 166,700 vulnerable settled and nomadic pastoralist households (HHs) in Afghanistan is minimized.Objective: Livelihood assets and production capacity protected and restored, and access to

Over All Objectives:

market and financing facilitated.

Pillar 1. Provision of inputs and basic assets for production: This mainly covers para-vets training and refresher courses, free/subsidized animal health services to the most at-risk communities, the establishment of feed banks, and extension services.

Pillar 2: Facilitated Access to Markets: This consists of SMEs, such as milk collection centers, dairy plants, VFUs, feed banks, lamb fattening practices, and field days.

Pillar 3: Financing Support to Assets: Facilities are strengthened by distributing start-up capitals for stop-shop keepers/sales points businesses and financial and technical support to herders to improve their production, sales, and poultry farming.

The project endline analysis and reporting carry out by a firm/consultancy established by a group of committed professionals to provide the analysis and reporting services to DCA's CRI project per the requirement of the endline survey and case study report proposed in the project agreement. The consultant should, to any extent, be involved in the development of quality reports for humanitarian assistance projects for non-profit organizations and private sector actors, and in the field of socio-economic research, sector-specific studies, impact assessments and evaluations, expert data analysis, monitoring and evaluation, and professional translations. The consultant shall be able to work with DCA by providing standard and quality deliverables tailored to its specific needs and requirements at the lowest possible cost.

The consultant should work on the endline and case studies data analysis and develops a comprehensive written report. The report is expected to be submitted to DCA per the methodology, scope of work, and timeline mentioned below.

The objective of the assignment:

- 1. The endline survey data analysis and report writing for the Crisis Response Initiative project.
- 2. The analysis and report writing of the Sales Points and Milk Collection Centers (MCCs) case studies performed.

Scope of work:

- Review and analyze the data collected from 2,500 households as a sample to evaluate and cross-check the project's outcomes and impact.
- Review and analyze the case studies conducted from 75 sales points and 30 Milk Collection Centers using two separate questionnaires, and develop reports based on the findings derived from the analyses.
- Review the project data in full compliance with the baseline report, relevant reports, and questionnaire, and perform the required analysis.
- Compare the results with the project log frame, baseline report, and findings to find the relevant indicators' values and create short snapshots and reports indicating the overall impact of the project intervention.
- Develop comprehensive reports that reflect all the overall project's progress against agreed outcomes, objectives, and impact of the project in text, graphs, and other report quality.
- Provide the report before the completion date for DCA review.
- The firm shall be open to any feedback and comments from DCA after submitting the report for DCA to review.
- Provide all raw and analyzed data (Dummy tables) along with the final report to DCA upon completion of the job.
- According to the Afghan government's tax regulations, each service provider has to pay a specific taxable amount from the total agreed amount. The firm agrees that DCA will deduct the taxes from the agreement value.
- According to the tax law of the Ministry of Finance, each service provider has to pay 2% of the total amount agreed upon between the service provider and contractor as a tax, which will be withheld by DCA.

Reports and schedule of deliverables:

- A consultancy firm shall analyze and develop a report on the endline survey database (the survey is done, and the database is ready for analysis and development of the report).
- State general features of an HH and demographics, including Heading the HH, Respondent education level, HH size, and HH status.
- Determine the beneficiaries' and livestock value and asset ownership.
- Determine the household food security and livestock productivity
- Find the HH income generated by different live-stock activities and products.
- Conduct a general comparison of the sources of income and their contribution to the HH income?
- Find out to what extent do the reasons for income change reflect the change from the best to the worst?
- Similarly, check the livestock income and the relevant reasons for a change.
- Determine how much do the livestock products affect the family income?
- Check for any correlation between HH income and different other factors.
- Perform a general analysis of the livestock comparing the current year to the previous year's baseline.
- Check the effects of other factors such as animal mortality, animal health, and borrowing, on the HH well-being, the most common reasons for borrowing.
- Check if income is affected by mortality due to diseases or natural disasters.
- Perform a simple analysis of the veterinary services' distance, affordability, and types? Possible effects on the HH.
- Find out possible correlation between veterinary service and distance of the services to animal mortality?
- Find the relevant indicators' endline values per the project log frame and make a brief comparative report based on project indicators.
- Record and document each step in the analysis for any reconfirmation of the values.
- Comprehensive report including executive summary, methodology, findings, conclusions, and recommendations.
- Appendices with detailed data and analysis.
- Review the report against all questions and sections added to the questionnaire and collected data.

Assignment location:

The assignment will be completed in the DCA Office in Kabul/Consultancy Firm Office.

Payment Terms:

DCA will pay the amount for the assignment in two instalments first at the draft report submission and second at the final report submission.

Based on the tax regulations of the government of Afghanistan each and every services provider has to pay the specific taxable amount from the total agreed amount. The consultant agrees for the taxes to be deducted by DCA from the agreement value.

Assignment duration:

Duration of the assignment will be fixed in negotiation stage.

Consultancy firm should submit technical proposal and it should cover below items:

- An introduction to a short summary detailing the firm capability and past.
- A chapter with comprehensive detailing to conduct the survey.
- The CVs of the proposed experts.
- The proposed timelines, methodology and work plan.

Consultancy firm should submit financial proposal:

• The firm must submit financial proposal in a separate document and using excel format and the offered price should be inclusive.

The Short-listing criteria are as follows.

- The firm should provide a valid (consultancy firm) business license.
- Only consultancy firms will be considered.
- The consultancy firm should have been in business for at least five years. The consultant shall also have executed at least two contracts of a similar nature.
- Organization structure.
- Manpower with qualification, technical and professional competence necessary for successful implementation of the assignment.
- The key staff should have relevant experience.
- The award will be made to a responsible bidder whose technical and financial offers follows the TOR instructions, meets the eligibility requirements, and meets or exceeds

the minimum required technical specifications, and is judged to be the best value based on a lowest-price and technically acceptable basis.

• According to the tax law of the Ministry of Finance each service provider has to pay 2% of the total amount agreed between the service provider and contractor as a tax, which will be withheld by DCA.

Consultant's qualifications and experience:

Key expert 1: Team leader/Report Writer

Qualifications and skills

- The Team leader must have professional excellence in technical expertise, excellent writing ability, fluency in English, proven data analysis skills, and demonstrated ability to resolve data analysis and reporting issues. He/she must have experience in relevant technical and management aspects, as well as work experience in the context of Afghanistan.
- Master's degree and five years of data analysis and report development, or a bachelor's degree and eight years of data analysis and report development experience.

General professional experience

- Demonstrated expertise and experience in social science research, including mixed methods, quantitative and qualitative analysis, and extrapolating results.
- > Have excellent written and spoken English and local languages.
- > Have excellent research and report writing skills.
- ➢ Have a strong ability to meet tight schedules, timelines, and deadlines.

Specific professional experience

- Proven ability in data analysis and report development for civil society, NGOs, and international organizations.
- Demonstrated experience in developing quality baseline, end-line, and comparative reports.
- Proficiency in the use of computer and office software packages and advanced knowledge of spreadsheet, database, and data analysis software and statistical packages.

Key expert 2: Livelihood Advisor

Qualifications and skills

Master's or Bachelor's in rural development, agricultural economics, livelihoods, and community development. Experience working directly with communities, especially in rural or marginalized areas, can provide insights into individuals' and communities' challenges and opportunities in improving their livelihoods.

General professional experience

- Practical experience designing, implementing, and evaluating livelihood programs and projects is highly valuable.
- Proficiency in technical skills in market analysis, value chain development, income generation activities, entrepreneurship, and project management.
- A livelihood advisor should possess strong analytical skills to assess the socioeconomic context, identify constraints and opportunities, and develop appropriate interventions.

Specific professional experience

- Data analysis and reporting skills are necessary for evidence-based decision-making and continuous improvement.
- Strong knowledge and understanding of livelihood systems, poverty alleviation strategies, and sustainable development principles are crucial
- Proficiency in monitoring and evaluation techniques is essential for assessing the impact and effectiveness of livelihood interventions

Key expert 2: Data Analyst

Qualifications and skills

- > Bachelor's degree. A degree in computer science, statistics, or a related field
- Must have the ability to pay attention to detail when working with data in order to make accurate conclusions and predictions.
- Must have a strong verbal and written communication skills to effectively share findings with DCA.

General professional experience

- Proficiency in the use of computer and office software packages and advanced knowledge of spreadsheet, database, and data analysis software and statistical packages.
- > Proven experience in conducting impact evaluations of similar projects in conflict-affected settings.
- > Knowledge and expertise in social cohesion.
- > Experience with qualitative and quantitative research methods.

Specific professional experience

- Work experience in data analysis and report development and have a comprehensive knowledge in the livestock contexts of Afghanistan.
- Strong analytical and report writing skills.

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Must have a solid understanding of data sources, data organisation.

Confidentiality:

The copyright and patent of all activities and data obtained during this assignment will be used by DCA, only. The consultant has no right to share the data and any relevant document with any other organization without DCA's written permission. All documents and data obtained are confidential to DCA

Section VI. Standard Forms of Contract

Draft Contract for Consulting Services Small Assignments

Contract

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

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

| 1. Services | (i) | The consultant shall perform the services specified in Annex A, "terms of reference and scope of services", which is made an integral part of this contract ("the services"). |
|-------------|---|--|
| | (ii) | The consultant shall provide the personnel listed in Annex B, "consultant's personnel", to perform the services. |
| | (iii) | The consultant shall submit to the client the reports in the form and within the time periods specified in Annex C, "consultant's reporting obligations". |
| 2. Term | The consultant shall perform the services during the period commencing [please insert start date of the assignment] and continuing through [please insert completion date of the assignment], or any other period as may be subsequently agreed by the parties in writing. The contract can be terminated (i) should the consultant be performing unsatisfactorily or (ii) to the discretion of the client as defined in clause 15. | |
| 3. Payment | Α. | Ceiling |
| | | For services rendered pursuant to Annex A, the client shall pay the consultant an amount not to exceed <i>[insert amount]</i> based on the financial offer attached in Annex D. This amount has been established based on the understanding that it includes all of the consultant's costs and profits as well as any tax obligation that may be imposed on the consultant. |
| | В. | Schedule of payments |
| | | The schedule of payments is specified below: |
| | | [please indicate here the payment schedule] |
| | | [add if applicable: Advance payment of [insert percentage up to 10%] of the contract price against an unconditional and irrevocable bank guarantee will be made.] |

C. Payment conditions

Payment shall be made in *[please indicate currency of payment]* no later than 30 days following submission by the consultant of invoices in duplicate to the coordinator designated in paragraph 4 and acceptance of the deliverables by the client.

4. Project A. <u>Coordinator</u>. Administration The client designates Mr /Ms. Inlease

The client designates Mr./Ms. [please insert name and job title] as client's coordinator; the coordinator will be responsible for the coordination of activities under this contract, for acceptance and approval of the reports and of other deliverables by the client and for receiving and approving invoices for the payment.

B. <u>Reports</u>.

The reports listed in Annex C, "consultant's reporting obligations", shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

- 5. Performance Standards The consultant undertakes to perform the services with the highest standards of professional and ethical competence and integrity. The consultant shall promptly replace any employees assigned under this contract that the client considers unsatisfactory.
- 6. Prohibition of Fraud and Corruption
 A. The consultant shall abide by and perform the contract in compliance with the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "IFAD's Anticorruption Policy")¹¹. Failure to comply with this policy may lead to termination of contract as set out in clause 15.
 - B. In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, permanently or for a stated period of time, to participate in any IFAD-funded or IFAD-managed activity or operation (debarment). The Fund also has the right to recognize debarments by other International Financial Institutions in accordance with IFAD's Anticorruption Policy.
 - C. The consultant will take appropriate measures to inform potential sub-contractors, sub-consultants, consultants, agents and any of its agents or personnel of their obligations under IFAD's Anticorruption Policy and require their compliance with this policy

¹¹ The policy is accessible at: <u>www.ifad.org/anticorruption_policy</u>.

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in connection with their involvement in competing for, or executing, this contract.

- D. The consultant is required to complete and sign the attached selfcertification form. In particular, the consultant is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.
- E. The consultant is required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this contract or the relevant procurement process and to have such accounts, premises, records and documents audited and/or inspected by auditors or investigators appointed by the Fund or by the client.
- F. The consultant shall keep all records and documents, including electronic records, relating to this contract, its execution and/or the corresponding bidding process available for a minimum of three (3) years after completion of the execution of the contract.
- 7. Prohibition of The consultant expressly agrees to abide by and to perform the contract in compliance with IFAD's Policy to Preventing and Sexual Responding to Sexual Harassment, Sexual Exploitation and Harassment. Abuse¹², which is an integral part of these conditions of contract for Sexual Exploitation purchase orders. The consultant shall take all appropriate measures and Abuse to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of its personnel and subcontractors or anyone else directly or indirectly employed by the consultant or any of its subcontractors in the performance of the contract. The consultant shall immediately report to the client or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The client may take appropriate measures, including the termination of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.
- 8. Confidentiality The consultant shall not, during the term of this contract and within two years after its expiration, disclose any proprietary or confidential information relating to the services, this contract or the client's business or operations without the prior written consent of the client.

¹² The policy is accessible at <u>https://www.ifad.org/en/document-detail/asset/40738506</u>. Section VIII Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations

| 9. Ownership of Material | Any studies, reports or other material, graphic, software or otherwise, prepared by the consultant for the client under the contract shall belong to and remain the property of the client. The consultant may retain a copy of such documents and software ¹³ . |
|--|--|
| 10.Consultant Not to be Engaged in Certain Activities | The consultant agrees that, during the term of this contract and after its termination, the consultants and any entity affiliated with the consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the consulting services for the preparation or implementation of the project. |
| 11.Insurance | The consultant will be responsible for taking out any appropriate insurance coverage. |
| 12.Assignment | The consultant shall not assign this contract or sub-contract any portion of it without the client's prior written consent. |
| 13.Law Governing Contract and Language | The contract shall be governed by the laws of [insert government], and the language of the contract shall be [insert language]. |
| 14.Dispute Resolution ¹⁴ | Any dispute arising out of the contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the client's country. |
| | [or, in case the Client doesn't want to go to arbitration, the following can be mentioned subject to the agreement of the two parties] "any dispute arising out of the contract, which cannot be amicably settled between the parties, shall be referred to the court of competent jurisdiction in the client's country." |
| 15.Termination | The client may terminate this contract with at least ten (10) business days prior written notice to the consultant after the occurrence of any of the events specified in paragraphs a) through e) of this clause: |
| | a) If the consultant does not remedy a failure in the performance of its obligations under the contract within seven (7) business days after being notified, or within any further period as the client may have subsequently approved in writing; |

¹³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 9.

¹⁴ In case of a contract entered into with a foreign consultant, the following provision may be substituted for paragraph 14: "Any dispute, controversy or claim arising out of or relating to this contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

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- b) If the consultant becomes insolvent or bankrupt;
- c) if the consultant or any of its personnel or agents, or its subcontractors, sub-consultants, suppliers, or any of their agents or personnel, is found to have engaged in prohibited practices as defined in the IFAD Revised Policy on Preventing Fraud and Corruption in Its Operations and Activities¹⁵ in any IFAD-funded or IFAD-managed activity or operation, including in competing for, or performing its obligations under, the contract;
- d) if the supplier is found to have engaged in acts of Sexual Harassment, Sexual Exploitation and Abuse arising out of or in connection with the performance of the contract.
- e) if the client, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

| For the client | for the consultant |
|----------------|--------------------|
| Signed by | Signed by |
| Title: | Title: |

¹⁵ The policy is accessible at <u>www.ifad.org/anticorruption_policy</u>.

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Annex B: Consultant's Personnel

[List consultant's personnel]

Annex C: Consultant's Reporting Obligations

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

Annex D: Financial Offer of the Consultant

[insert financial offer]

Annex E: Consultant's Self-Certification Form

This self-certification form is to be completed by the consultant. The consultant shall submit the completed form together with the signed contract agreement to Dutch Committee for Afahanistan. Instructions for completing this form are provided below.

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

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

Authorized signature: _____ Date: _____ Date: _____

Printed name of signatory: _____

- □ The consultant certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract.
- The consultant declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")¹⁶ and/or temporary suspensions have been imposed on the consultant and/or any of its directors, partners, proprietors, key personnel, agents, subconsultants, sub-contractors, consortium and joint venture partners:

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

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

- □ The consultant certifies that its director(s), proprietor(s), and personnel, and the personnel of its agents, sub-consultants, sub-contractors, consortium and joint venture partners are **NOT** subject to a criminal conviction, administrative sanctions or investigations for incidents of sexual harassment and sexual exploitation and abuse.
- □ The consultant certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:
 - Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract;
 - Do not have any actual or potential, and do not reasonably appear to have the same legal representative as another consultant for purposes of this proposal or execution of the contract;

Do not have any actual or potential, and do not reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the proposal process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;

50

| | Do not participate and do not potentially or reasonably appear to participate in more than one proposal in this process; and | | |
|--|---|--|--|
| | Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing. | | |
| | [To be completed only if the previous boxes were not checked] The consultant declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund's discretion: | | |
| | [provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s), agents, sub-consultants, sub-contractors, consortium or joint venture partners affected.] | | |
| The consultant certifies that NO gratuities, fees, commissions, gifts or anything else of value, other than those shown in the bid, have been paid or exchanged or are to be paid or exchanged with respect to the present procurement process and this contract. | | | |
| OR | | | |
| [To be completed only if the previous box was not checked] The consultant declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid with respect to the present procurement process and this contract: | | | |
| | lame of Recipient/Address/Date/Reason/Amount] lame of Recipient/Address/Date/Reason/Amount] | | |
| The consultant acknowledges and accepts to notify the procuring entity in the event of any material change in connection with this self-certification form throughout the duration of the contract. | | | |

¹⁶ The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: http://crossdebarment.org/.

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

Instructions for completing the self-certification form

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

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

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

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

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