

بِسْمِ اللّٰهِ الرَّحْمٰنِ الرَّحِیْمِ

Ministry of Fisheries, Marine Resources, and Agriculture

Male', Republic of Maldives



Ministry of Fisheries, Marine Resources, and Agriculture

Request for Proposals

for

Consultancy Service for Internal Audit of Maldives Agribusiness Programme

Ref No: (IUL)30-MAP/30/2022/24

Issue date: 27th January 2022

Foreword

This bidding document has been prepared by Project Implementation Unit of Ministry of Fisheries, Marine Resources and Agriculture and is based on the 1st edition of the IFAD-issued standard procurement document for simplified requests for proposals available at www.ifad.org/project-procurement. This bidding document is to be used for the procurement of services using QCBS, QBS, FBS, or LCS in projects financed by IFAD.

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

Section II. Instructions to Consultants

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

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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.
5. The technical proposal shall be marked "original". The technical proposals shall be sent to the following address:
Mohamed Jailam Rafeeg / Procurement Specialist
Maldives Agribusiness Programme / Project Implementation Unit
Ministry of Fisheries, Marine Resources and Agriculture
5th Floor, M. Hazaarumaage, Fareedhee Magu,
Male', Republic of Maldives
Tel: +960 3033410
E-mail: mohamed.jailam@fishagri.gov.mv
6. The original of the technical proposal shall be placed in a sealed envelope clearly marked "technical proposal" (assignment number and name). Similarly, the original financial proposal shall be placed in a sealed envelope clearly marked "financial proposal", followed by the 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 08th February 2022, Tuesday, 1200hrs".
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:

		Points
I.	Specific experience of the consultant (as a firm) relevant to the assignment:	10

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II.	Adequacy and quality of the proposed methodology, and work plan in responding to the terms of reference (TOR):	50
III.	Key experts' qualifications and competence for the assignment:	
	a) Position K-1: [Team leader]	15
	b) Position K-2: [Insert position title]	15
	Total points for criterion III:	30

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:

1. General qualifications (general education, training, and experience):	20 %
2. Adequacy for the assignment (relevant education, training, experience in the sector/similar assignments):	80%
Total weight: 100%	

IV.	Participation by nationals among key experts	10
	Total points for the four criteria:	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 50 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.

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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.
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: $Sf = 100 \times Fm / F$, 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 = 30 and P = 70. $S = St \times T\% + Sf \times P\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations.

14. Notice of intent to award: after the completion of the evaluation report and having obtained all the necessary approvals per the Public Finance Regulation and 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

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bidding results, makes a written request for a debriefing or submits a bid protest as provided in the Public Finance Regulation and IFAD Procurement Handbook as appropriate.

15. Negotiations: 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 March 2022 and at the following address:

Maldives Agribusiness Programme / Project Implementation Unit

Ministry of Fisheries, Marine Resources and Agriculture

5th Floor, M. Hazaarumaage, Fareedhee Magu,

Male', Republic of Maldives

Tel: +960 3033410

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

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

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

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

Yours sincerely,

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

Name and title of signatory:

Name of firm:

Address:

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

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

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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 MVR):
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 MVR):
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.]

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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 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: _____

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																		

 Full time input

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 Days 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.

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 Part time input

Form TECH 8: Work Schedule

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

⁴ Duration of activities shall be indicated in the form of a bar chart.

Section IV. Financial Proposal - Standard Forms

FIN-1 Financial Proposal Submission Form

FIN-2 Financial Proposal

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Authorized signature *[In full and initials]*: _____

Name and title of signatory: _____

Name of firm: _____

Address:

Form FIN-2 Financial Proposal

Note *: Please add columns as needed

Categories	Unit	Quantity per activity*			Total quant. per category	Unit rate	Total amount in US\$ per category	Total amount per activity*		
		1	2	n				1	2	n
		(a)	(b)	(x)	(d) = (a) + (b) + ... (x)	(e)	(f) = (d) * (e)	(g) = (a) * (e)	(h) = (b) * (e)	(z) = (x) * (e)
(1) Remuneration in US\$										
Consultant 1	day									
Consultant 2	day									
Consultant 3	day									
Consultant 4	day									
Consultant n	day									
Subtotal remuneration	weeks									
(2) Reimbursable										
Subsistence allowance	Day									
Local transportation costs	Trip									
(3) Miscellaneous expenses										
Communication costs (telephone, telegram, telex)	day									
Drafting, reproduction of reports	day									

- 4.1.2. That, goods & services financed have been procured in accordance with relevant financing agreements and as per the IFAD's guidelines for procurement of goods, works & services, and the Public Financial Regulations (PFR) of the Maldives.
- 4.1.3. That, all expenditures incurred is as per the approved work plan and procurement plan.
- 4.1.4. That, the Financial Statements (quarterly & annual) submitted by PIU reflect the actual, true & fair expenditures incurred.
- 4.1.5. That, all necessary supporting documents such as records, vouchers, bids, bidding documents, etc. and books of accounts have been kept in respect of all project procurements & expenditures.
- 4.1.6. That, clear linkages exist between the books of accounts / IUFs maintained by PIU and the reports submitted to the IFAD / GOM.
- 4.1.7. That, the assets sanctioned and created under the Project have been actually created, that proper record in the form of an Asset Register showing details of cost, identification location and custodian is maintained and that the Physical Verification of the asset is being carried out and they have been put to use for the purpose for which they were created. Auditors shall verify a sample of assets procured and created under the project including assets provided to community groups.
- 4.1.8. That, the IUFs give a true and fair view of the financial situation of the project for the quarter under audit and of the sources and expenditures for that quarter.
- 4.2. The audit will be carried out on a regular basis and the auditor will conduct interim reviews semi-annually ending 30th June and 31st December.
- 4.3. The interim review would focus on:
 - 4.3.1. Operation of the financial management system and internal controls;
 - 4.3.2. Physical verification of selected assets acquired & created
 - 4.3.3. Monthly / Quarterly/ Annual reports prepared from the financial records.
- 4.4. The auditor is required to audit all IUFs used as a basis for the submission of withdrawal applications to IFAD for reimbursement of project expenditures. These expenditures should be carefully examined for the project eligibility with relevant financing agreements, and with reference to the Project Appraisal Document (PAD), Procurement Plan approved by the IFAD and Project Cost Tables approved by IFAD. Where ineligible expenditures are identified as having been included in withdrawal applications and reimbursed by IFAD, these should be separately noted and listed by the auditor.

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5.4. The auditor shall complete the assignment as per the time schedule to be mentioned in the agreement. A penalty clause will be included in the agreement to safeguard PIU interest.

5.5. The semi-annual review will be carried out based on the Annual Audit Plan. The auditor in consultation with the PIU will prepare an annual audit plan. The auditor will also make Compliance Review at PIU.

6. Consultant's qualifications and experience

Key expert 1: Partner / Audit manager

Qualifications and skills

Qualified Chartered Accountant

Specific professional experience

Minimum 5 years' experience as a Partner / Manager with expertise in the area of Internal Audit planning and reporting.

Key expert 2: Audit Team Leader

Qualifications and skills

Qualified Chartered Accountant

Specific professional experience

Minimum 3 years' experience in Internal Audit with the ability to lead a Team.

Team Member

Any cost for Team Members shall be included in the consultant's financial offer as needed.

Only the CVs for key experts should be submitted with the proposal.

7. Location and period of execution

The Auditors will be appointed for an initial contract period of one year starting from 1st January 2022.

8. Project coordination

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

A. Ceiling

For services rendered pursuant to Annex A, the client shall pay the consultant an amount not to exceed *[insert amount]* 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.

B. 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 Administration

A. Coordinator.

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. Reports.

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")⁷. Failure to comply with this policy may lead to termination of contract as set out in clause 15.

B. In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, permanently or for a stated period of time, to participate in any IFAD-funded or IFAD-managed activity or operation (debarment). The Fund also has the right to recognize debarments by other International Financial Institutions in accordance with IFAD's Anticorruption Policy.

C. The consultant will take appropriate measures to inform potential sub-contractors, sub-consultants, consultants, agents and any of its agents or personnel of their obligations under IFAD's Anticorruption Policy and require their compliance with this policy in connection with their involvement in competing for, or executing, this contract.

⁷ The policy is accessible at: www.ifad.org/anticorruption_policy.

- D. The consultant is required to complete and sign the attached self-certification form. In particular, the consultant is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.
- E. The consultant is required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this contract or the relevant procurement process and to have such accounts, premises, records and documents audited and/or inspected by auditors or investigators appointed by the Fund or by the client.
- F. The consultant shall keep all records and documents, including electronic records, relating to this contract, its execution and/or the corresponding bidding process available for a minimum of three (3) years after completion of the execution of the contract.

7. Prohibition of Sexual Harassment, Sexual Exploitation and Abuse

The consultant expressly agrees to abide by and to perform the contract in compliance with IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse⁸, which is an integral part of these conditions of contract for purchase orders. The consultant shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of its personnel and subcontractors or anyone else directly or indirectly employed by the consultant or any of its subcontractors in the performance of the contract. The consultant shall immediately report to the client or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract 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.

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 software⁹.

⁸ The policy is accessible at <https://www.ifad.org/en/document-detail/asset/40738506>.

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

- 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 Resolution¹⁰** Any dispute arising out of the contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the client's country.
[or, in case the Client doesn't want to go to arbitration, the following can be mentioned subject to the agreement of the two parties] "any dispute arising out of the contract, which cannot be amicably settled between the parties, shall be referred to the court of competent jurisdiction in the client's country."
- 15. Termination** The client may terminate this contract with at least ten (10) business days prior written notice to the consultant after the occurrence of any of the events specified in paragraphs a) through e) of this clause:
- a) If the consultant does not remedy a failure in the performance of its obligations under the contract within seven (7) business days after being notified, or within any further period as the client may have subsequently approved in writing;
 - b) If the consultant becomes insolvent or bankrupt;
 - c) if the consultant or any of its personnel or agents, or its sub-contractors, sub-consultants, suppliers, or any of their agents or personnel, is found to have engaged in prohibited practices as defined in the IFAD Revised Policy on Preventing Fraud and Corruption in Its Operations and Activities¹¹ in any IFAD-funded or IFAD-managed activity or operation, including in competing for, or performing its obligations under, the contract;

¹⁰ 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."

¹¹ The policy is accessible at www.ifad.org/anticorruption_policy.

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- 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: _____

Maldives Agribusiness Programme

Consultancy Service for Internal Audit of Maldives Agribusiness Programme (Ref no: (IUL)30-MAP/30/2022/24)

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

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations

Annex D: Financial Offer of the Consultant

Annex D: Financial Offer of the Consultant

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 Ministry of Fisheries, Marine Resources and Agriculture. 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:** _____

Printed name of signatory: _____

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The consultant certifies that itself, including its director(s), partner(s), proprietor(s), key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NOT** engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this contract.

The consultant declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")¹² and/or temporary suspensions have been imposed on the consultant and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

Nature of the 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;
- Do not participate and do not potentially or reasonably appear to participate in more than one proposal in this process; and

Section VII – Forms

Maldives Agribusiness Programme

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1. Notice of Intent to Award

For the attention of the consultant's authorized representative

Name:

Address:

Telephone/Fax numbers:

Email Address:

DATE OF TRANSMISSION:

Procuring entity: Ministry of Fisheries, Marine Resources and Agriculture

Procurement title:

Ref no:

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

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

1. Name of consultant	Points scored	proposal price	Evaluated proposal price <i>(if applicable)</i>

If your proposal has not been successful, you may request a debriefing in relation to the results of the evaluation of your proposal. If you decide to request a debriefing, your written request must be made within 5 business days of receipt of this NOITA.

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If your request for a debriefing is received within the deadline above, we will provide the debriefing within 4 business days of receipt of your request.

The debriefing may be in writing, by video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

The period within which you can protest the procurement proceedings lasts 5 business days after the date of transmission of this NOITA.

Yours sincerely,

Authorised Official

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

I. Introduction

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

II. Policy

A. General principles

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

B. Prohibited practices

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

organizations which may be exposed to similar actions by the same individuals and entities and to local authorities in cases where local laws may have been violated.

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

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

(iii) Responsibilities of recipients

11. When participating in an IFAD-financed and/or IFAD-managed operation or activity, recipients will take appropriate action to prevent, mitigate and combat prohibited practices. In particular, they will:
- (a) Adopt appropriate fiduciary and administrative practices and institutional arrangements in order to ensure that the proceeds of any IFAD financing or financing managed by the Fund are used only for the purposes for which they were provided;
 - (b) During selection processes and/or prior to entering into a contractual relationship with a third party, conduct appropriate due diligence checks of the selected bidder or potential contractor, including by verifying whether the selected bidder or potential contractor is publicly debarred by any of the IFIs that are signatories to the Agreement for Mutual Enforcement of Debarment Decisions¹³ and, if so, whether the debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions;

¹³ The Agreement for Mutual Enforcement of Debarment Decisions, dated 9 April 2010, was signed by five of the leading IFIs, namely, the African Development Bank Group, the Asian Development Bank, the European Bank for Reconstruction and Development, the Inter-American Development Bank and the World Bank Group.

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- (c) Take appropriate action to inform third parties and beneficiaries (defined as “persons whom the Fund intends to serve through its grants and loans”) of the present policy as well as the Fund’s confidential and secure e-mail address for the receipt of complaints concerning prohibited practices;
- (d) Include provisions in procurement documents and contracts with third parties which:
 - (i) Require third parties to disclose, in the course of a procurement process and any time thereafter, information relating to themselves or any of their key personnel concerning relevant criminal convictions, administrative sanctions and/or temporary suspensions; information concerning agents engaged in connection with a procurement process or the execution of a contract, including the commissions or fees paid or to be paid; and information concerning any actual or potential conflicts of interest in connection with a procurement process or the execution of a contract;
 - (ii) Require third parties to promptly report to the Fund any allegations or other indications of prohibited practices that come to their attention by virtue of their involvement in an IFAD-financed and/or IFAD-managed operation or activity;
 - (iii) Inform third parties of the Fund’s jurisdiction to investigate allegations and other indications of prohibited practices and to impose sanctions on third parties for such practices in connection with an IFAD-financed and/or IFAD-managed operation or activity;
 - (iv) Require third parties to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD- financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected
 - (v) by auditors and/or investigators appointed by the Fund;
 - (vi) Require third parties to maintain all accounts, documents and records relating to an IFAD-financed and/or IFAD-managed operation or activity for an adequate period of time as agreed with the Fund;
 - (vii) Inform third parties of the Fund’s policy of unilaterally recognizing debarments imposed by other IFIs if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions; and
 - (viii) Provide for early contract termination or suspension by the recipient if such termination or suspension is required as a consequence of a temporary suspension or sanction imposed or recognized by the Fund;
- (e) Promptly inform the Fund of any allegations or other indications of Prohibited Practices that come to their attention;
- (f) Fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have

indications of prohibited practices. IFAD staff and non-staff personnel are protected from retaliation under the Fund’s Whistle-blower Protection Procedures.

(ii) Investigations

20. Where the Fund has reason to believe that prohibited practices may have occurred, the Fund may decide to review and investigate the matter, irrespective of any investigative actions launched or planned by the recipient.
21. The purpose of an investigation conducted by the Fund is to determine whether an individual or entity has engaged in one or more prohibited practices in connection with an IFAD-financed and/or IFAD-managed operation or activity.
22. Reviews and investigations conducted by the Fund are, inter alia:
 - (a) Strictly confidential, meaning that the Fund does not disclose to anyone outside of the investigative, sanctioning or disciplinary process any evidence or information relating to the review or investigation, including the outcome of a review or investigation, unless such disclosure is allowed under the Fund’s legal framework;
 - (b) Independent, meaning that no authority is allowed to interfere with an ongoing review or investigation or to otherwise intervene in, influence or stop such a review or investigation; and
 - (c) Administrative, as opposed to criminal, in nature, meaning that reviews and investigations conducted by the Fund are governed by the Fund’s rules and procedures, not by local laws.
23. The office within the Fund that is mandated to conduct reviews and investigations into alleged or otherwise indicated prohibited practices is the Office of Audit and Oversight (AUO). Without prejudice to paragraphs 9(d) and 11(f), AUO may agree not to disclose to anybody outside of AUO any evidence or information that it has obtained on the condition that such evidence or information may be used solely for the purpose of generating new evidence or information, unless the provider of the evidence or information consents.

F. Sanctions and related measures

(i) Temporary suspensions

24. During the course of an IFAD review or investigation, or pending the conclusion of a sanctioning process, the Fund may decide, at any time, to temporarily suspend payments to IFAD non-staff personnel, non-government recipients, vendors or third parties or to temporarily suspend their eligibility to participate in IFAD- financed and/or IFAD-managed operations and activities for an initial period of six (6) months, subject to a possible extension of that suspension for an additional six (6) months.
25. IFAD staff may be temporarily suspended from their duties in accordance with the applicable human resources framework.

(ii) Sanctions

26. If the Fund determines that IFAD non-staff personnel, non-government recipients, vendors or third parties have engaged in prohibited practices, the Fund may impose administrative sanctions on such individuals or entities.
27. Sanctions are imposed on the basis of: (i) the findings and evidence presented by AUO, including mitigating and exculpatory evidence; and (ii) any evidence or arguments submitted by the subject of the investigation in response to the findings presented by AUO.

28. The Fund may apply any of the following sanctions or a combination thereof:
- (a) Debarment, which is defined as declaring an individual or entity ineligible, either indefinitely or for a stated period of time, to: (i) be awarded any IFAD- financed contract; (ii) benefit, financially or otherwise, from any IFAD- financed contract, including by being engaged as a subcontractor; and (iii) otherwise participate in the preparation or implementation of any IFAD- financed and/or IFAD-managed operation or activity;
 - (b) Debarment with conditional release, which is defined as a debarment that is terminated upon compliance with conditions set forth in the sanction decision;
 - (c) Conditional non-debarment, which is defined as requiring an individual or entity to comply with certain remedial, preventive or other measures as a condition for non-debarment on the understanding that a failure to comply with such measures within a prescribed period of time will result in an automatic debarment under the terms provided for in the sanction decision;
 - (d) Restitution, which is defined as a payment to another party or the Fund (with respect to the Fund's resources) of an amount equivalent to the amount of the diverted funds or the economic benefit obtained as a result of having engaged in a prohibited practice; and
 - (e) Letter of reprimand, which is defined as a formal letter of censure for the actions of an individual or entity which informs that individual or entity that any future violation will lead to more severe sanctions.
29. The Fund may extend the application of a sanction to any affiliate of a sanctioned party even if the affiliate has not been directly involved in the prohibited practice. An affiliate is defined as any individual or entity that is: (i) directly or indirectly controlled by the sanctioned party; (ii) under common ownership or control with the sanctioned party; or (iii) acting as an officer, employee or agent of the sanctioned party, including owners of the sanctioned party and/or those who exercise control over the sanctioned party.
30. For the purposes of IFAD-financed and/or IFAD-managed operations and activities, the Fund may consider as debarred individuals and entities that have been debarred by another IFI where: (i) that IFI is a signatory to the Agreement for Mutual Enforcement of Debarment Decisions; and (ii) such debarment meets the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.¹⁴

(iii) Disciplinary measures

31. If the Fund finds that IFAD staff have engaged in prohibited practices, the Fund may apply disciplinary measures and may require restitution or other compensation in accordance with the applicable human resources framework.

G. Referrals and information-sharing

32. The Fund may, at any time, refer information or evidence relating to an ongoing or completed investigative, sanctioning or disciplinary process to the local authorities of a Member State. In determining whether such a referral is appropriate, the Fund takes into consideration the interests of the Fund, the affected Member States, the individuals or

¹⁴ The Fund may, in the future, decide to also recognize debarments imposed by entities that are not signatories to the Agreement for Mutual Enforcement of Debarment Decisions.

entities under investigation and any other persons, such as witnesses, who are involved in the case.

33. If the Fund obtains information or evidence indicating potential wrongdoing in connection with the operations and/or activities of another multilateral organization, the Fund may make such information or evidence available to the other organization for the purposes of its own investigative, sanctioning or disciplinary processes.
34. In order to facilitate and regulate the confidential exchange of information and evidence with local authorities and multilateral organizations, the Fund seeks to conclude agreements which establish the rules for such an exchange.

H. Operational responses to Prohibited Practices

(i) Rejection of an award of contract

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

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

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

(iii) Suspension or cancellation of loan or grant

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