



REQUEST FOR PROPOSAL



Odisha PVTG Empowerment & Livelihoods Improvement Programme (OPELIP)

Programme Management Unit(PMU)
ST & SC Development Department, Govt. of Odisha
2nd Floor, TDCC Building, Bhoi Nagar, Rupali Square, Bhubaneswar-751022

OPELIP, a programme of ST & SC Development Department, Govt. of Odisha supported by IFAD intends to engage leading agency/ organization for **“Training on Land Survey Process and Implementation Support”** in OPELIP. The procurement method is **Quality and Cost Based Selection**.

REQUEST FOR PROPOSALS (RFP) is invited from Agencies/ Organizations on **“Training on Land Survey Process and Implementation Support”**

Interested Agencies/Organizations may download further details from www.otelp.org/www.opelip.org RFP with required documents as attachments shall be sent through speed post/ registered post/ Courier only in a closed envelope super-scribed as “Training on Land Survey Process and Implementation Support” in OPELIP to the Office of the OPELIP, PMU, 2nd Floor, TDCC Building, Bhoi Nagar, Rupali Square, Bhubaneswar-751022. The last date of receipt of application is 30.11.2017 up to 03.00PM. The Programme Director reserves the right to accept or reject any or all bid without assigning any reason thereof.

Date:01.11.2017

Place: Bhubaneswar

Sd/-
Programme Director, OPELIP

**STANDARD PROCUREMENT
DOCUMENT**

**Request for Proposals
Consulting Services**

SELECTION OF CONSULTANTS

Request for Proposals Consulting Services

Procurement of Agency for Training on Land Survey Process and Implementation Support

RFP No: *OPELIP/Consultancy/03/2017*

Consulting Services for: Training on Land Survey Process and Implementation Support

Client: *Project Management Unit, OPELIP*

Country: *India*

Issued on: *1st November 2017*

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PART I

Section 1. Request for Proposal Letter Consulting Services

Name of Assignment: Request for Proposal for **Training on Land Survey Process and Implementation Support**

RFP Reference No.: *OPELIP/Consultancy/03/2017*

Loan No: **2000000695**

Country: India

Date: 1st November 2017

Dear Sir/Madam,

1. The *Government of Odisha* (hereinafter called “Borrower”) has *received* financing from the International Fund for Agricultural Development (IFAD) (the “IFAD”) in the form of a “loan” (hereinafter called [“loan”] toward the cost of *Odisha PVTG Empowerment and Livelihood Improvement Programme*. The Project Management Unit of OPELIP, an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the IFAD will be made only at the request of the *Government of Odisha* and upon approval by the IFAD, and will be subject, in all respects, to the terms and conditions of the Financing agreement and the Project Agreement. The financing agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the IFAD, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the *Government of Odisha* shall derive any rights from the loan/financing agreement or have any claims to the proceeds of the loan.
2. The Client now invites proposals to provide the following consulting services (hereinafter called “Services”). More details on the Services are provided in the Terms of Reference (Section 7).
3. This Request for Proposals (RFP) has been addressed to the following shortlisted Consultants:
4. It is not permissible to transfer this RFP to any other firm.
5. A consortium of organizations will be selected under *Quality cum Cost Based Selection Method* procedures and in a *Simplified Technical Proposal (STP)* format as described in this

RFP, in accordance with the policies of the IFAD detailed in the *IFAD Procurement Guidelines and Procurement Handbook* which can be found at the following website: www.ifad.org

The RFP includes the following documents:

Section 1 – Request for Proposals Letter

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (STP] - Standard Forms

Section 4 –Financial Proposal – Standard Forms

Section 5 – Terms of Reference

Section 6 - Fraud and Corruption – IFAD Policy

6. Details on the proposal's submission date, time and address are provided in ITC 17.7 and ITC 17.9.

Yours sincerely,

Project Director

Odisha PVTG Empowerment and Livelihood Improvement Programme

TDCCOL Building, 2nd Floor, Bhoi Nagar, Bhubaneswar

Telephone: (+91) 674-2542709, 2547535, 2546150

Facsimile: (+91) 674-2541772

E-mail: support@opelip.org

Section 2. Instructions to Consultants and Data Sheet

[Notes to the Client: this part of Section 2, Instructions to Consultants, shall not be modified. Any necessary changes, acceptable to the IFAD, to address specific country and project issues, to supplement, but not over-write, the provisions of the Instructions to Consultants (ITC), shall be introduced through the Data Sheet only. "Notes to the Client" should be deleted from the final RFP issued to the shortlisted Consultants].

Instructions to Consultants

A. General Provisions

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Regulations" means IFAD Procurement Guidelines and Procurement Handbook.
- (c) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (d) "IFAD" means the International Fund for Agricultural Development (IFAD).
- (e) "Borrower" means the Government, Government agency or other entity that signs the *[loan/financing]* agreement with the IFAD.
- (f) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (g) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to

- supplement, but not to over-write, the provisions of the ITC.
- (j) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
 - (k) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
 - (l) “Government” means the government of the Client’s country.
 - (m) “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
 - (n) “Joint Venture (JV)” means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
 - (o) “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
 - (p) “ITC” (this Section 2 of the RFP) means the Instructions to Consultants that providesthe shortlisted Consultants with all information needed to prepare their Proposals.
 - (q) “Non-Key Expert(s)” means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
 - (r) “Proposal” means the Technical Proposal and the

Financial Proposal of the Consultant.

- (s) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.
- (t) “SPD - RFP” means the Standard Procurement Document -Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (u) “Services” means the work to be performed by the Consultant pursuant to the Contract.
- (v) “Sub-consultant” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (w) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports

required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

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

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

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

a. Conflicting Activities

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

b. Conflicting Assignments

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

c. Conflicting Relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the IFAD's financing) who are directly or

indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the IFAD throughout the selection process and the execution of the Contract.

**4. Unfair
Competitive
Advantage**

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

**5. Fraud and
Corruption**

5.1 The IFAD requires compliance with the IFAD's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the IFAD to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the IFAD.

6. Eligibility

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

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

6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2

above:

a. Sanctions

6.3.1 A Consultant that has been sanctioned by the IFAD, pursuant to the IFAD's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a IFAD-financed contract or benefit from a IFAD-financed contract, financially or otherwise, during such period of time as the IFAD shall have determined.

b. Prohibitions

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

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

c. Restrictions for State-Owned Enterprises

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the IFAD, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is

critical to project implementation; and

- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

**e. Borrower
Debarment**

- 6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the IFAD, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

**7. General
Considerations**

- 7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

**8. Cost of
Preparation of
Proposal**

- 8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

- 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

**10. Documents
Comprising the
Proposal**

- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal

and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

**11. Only
One Proposal**

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

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

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

**a. Extension of
Validity Period**

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

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

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

b. Substitution of

12.7 If any of the Key Experts become unavailable for the

- Key Experts at Validity Extension** extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.
- 12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior IFAD's no objection.
- c. Sub-Contracting** 12.9 The Consultant shall not subcontract the whole of the Services.
- 13. Clarification and Amendment of RFP** 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.
- 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the

Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations

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

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

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

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

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

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial

information. A Technical Proposal containing material financial information shall be declared non-responsive.

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

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

16. Financial Proposal

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

a. Price Adjustment

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

b. Taxes

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

c. Currency of Proposal

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

d. Currency of Payment

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

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL"

information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.

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

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

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

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

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

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

17.7 The sealed envelopes containing the Technical and

Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the Data Sheet]".

- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing IFAD's sanctions procedures.
- 18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the IFAD on any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical

- 19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the

- Proposals** shortlisted Consultants’ authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.
- 19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.
- 20. Proposals Evaluation**
- 20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the IFAD issues its “no objection”, if applicable.
- 20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.
- 21. Evaluation of Technical Proposals**
- 21.1 The Client’s evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to eligibility and qualification criteria, the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.
- 22. Financial Proposals for QBS**
- 22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.
- 22.2 If Financial Proposals were invited together with the

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

23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)

23.1 After the technical evaluation is completed and the IFAD has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of

the Financial Proposals.

- 23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.
- 23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.
- 23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the IFAD.

24. Correction of Errors

a. Time-Based Contracts

- 24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
- 24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of

input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

- b. Lump-Sum Contracts** 24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
- 25. Taxes** 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency** 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality and Cost-Based Selection (QCBS)** 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.
- b. Fixed-Budget Selection (FBS)** 27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.
- 27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget

indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection

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

D. Negotiations and Award

28. Negotiations

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

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

a. Availability of Key Experts

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

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

b. Technical Negotiations

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

the relevance of the initial evaluation be affected.

c. Financial Negotiations

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

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

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the IFAD. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

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

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

30. Standstill Period

30.1 The Contract shall be awarded not earlier than the expiry of the Standstill Period. The duration of the Standstill Period is specified in the **Data Sheet**. Where only one Proposal is submitted, the Standstill Period shall not apply.

31. Notice of Intention to Award

31.1 When a Standstill Period applies, it shall commence when the Client has transmitted to each Consultant whose financial proposal was opened, the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a

minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

32.1 Prior to the expiration of the Proposal Validity Period and upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, or upon satisfactorily addressing a complaint that has been filed within the Standstill Period, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor; and
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least

one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITB 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultant shall bear their own costs of attending such a debriefing meeting

34. Award of Contract

34.1 The Contract shall be signed promptly upon Notification of Award.

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

Section 2. Instructions to Consultants

E. Data Sheet

[“Notes to Client” shown in brackets throughout the text are provided for guidance to prepare the Data Sheet; they should be deleted from the final RFP to be sent to the shortlisted Consultants] – all these to be removed.

[Where an e-procurement system is used, modify the relevant parts of the DS to reflect the e-procurement process.]

| ITC Reference | A. General |
|---------------|--|
| 2.1 | <p>Name of the Client: Programme Management Unit (PMU), Odisha Particularly Vulnerable Tribal Group Empowerment and Livelihoods Improvement Programme (OPELIP)</p> <p>Method of selection: Quality and Cost Based Selection (QCBS) as per the applicable IFAD Project Procurement Guidelines</p> |
| 2.2 | <p>Financial Proposal to be submitted together with Technical Proposal: Yes</p> <p>The name of the assignment is: Training on Land Survey Process and Implementation Support of OPELIP</p> |
| 2.3 | <p>A pre-proposal conference will be held: Yes</p> <p><i>[If “Yes”, fill in the following:]</i></p> <p>Date of pre-proposal conference: 9th November 2017</p> <p>Time: 1130 hrs</p> <p>Address: PMU, OPELIP, TDCCOL Building, 2nd Floor, Bhoi Nagar, Bhubaneswar</p> <p>Telephone: (+91) 674-2542709, 2547535, 2546150</p> <p>Facsimile: (+91) 674-2541772</p> <p>E-mail: support@opelip.org</p> <p>Contact person Mr. Rashmi Ranjan Barik, Programme Officer (NRM)</p> |
| 2.4 | <p>The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: As per terms of reference that</p> |

| | |
|------------------------------------|--|
| | provide a brief summary terms of reference about the project for the preparation of the proposal |
| B. Preparation of Proposals | |
| 9.1 | <p>This RFP has been issued in the English language.</p> <p>Proposals shall be submitted in English language.</p> <p>All correspondence exchange shall be in English language.</p> |
| 10.1 | <p>The Proposal shall comprise the following:</p> <p><u>For SIMPLIFIED TECHNICAL PROPOSAL (STP):</u></p> <p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Documents evidencing eligibility conditions as per ITC Data Sheet 15.1</p> <p>(2) TECH-1</p> <p>(3) TECH 2A and TECH 2B</p> <p>(4) TECH 3</p> <p>(5) TECH-5</p> <p>(6) TECH-6</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1</p> <p>(2) FIN 2</p> <p>(3) FIN 3</p> <p>(4) FIN-5</p> |
| 10.2 | <p>Statement of Undertaking is required</p> <p>Yes (Refer to para 2(d) and 2 (e) in TECH-1)</p> |
| 11.1 | Only one proposal from an agency is accepted. |

| | |
|------------------------|---|
| 12.1 | Proposals must remain valid for 90 days after the proposal submission deadline. |
| 13.1 | <p>Clarifications may be requested no later than [7] days prior to the submission deadline.</p> <p>The contact information for requesting clarifications is: E-mail: support@opelip.org</p> |
| 14.1.1 | <p>Shortlisted Consultants may associate with</p> <p>(a) non-shortlisted consultant(s): No</p> |
| 14.1.4 and 27.2 | NA |
| 15.1 | <p>All the organizations submitting the technical proposal should comply to the following eligibility conditions. These documents will form part of the technical proposals submitted by the agency:</p> <ol style="list-style-type: none"> 1. Should be legally registered and provide a self-attested copy of registration, PAN number and self-attested copy of PAN card. 2. Should not have been blacklisted by Central/State Govt./Govt. agencies and provide a self-declaration by the authorized representative. 3. Having trained at least 500 community level resource persons over the last 5 years in preparation of documents, cadastral maps and other relevant techniques, which aid the land survey and allotment 4. Should have a minimum of 5 years of work experience in designing, administering trainings for land survey and land allocation and providing post -training implementation support as on 30.9.2017. 5. Should have a minimum of 03 principal trainers and 05 trainers with qualifications & experience required in the terms of reference, either as staff or consultants |
| 15.2 | <p>The format of the Technical Proposal to be submitted is:</p> <p>STP Submission of the Technical Proposal in a wrong format may lead to the</p> |

| | |
|--|--|
| | Proposal being deemed non-responsive to the RFP requirements. |
| 16.1 | The Consultants are required to prepare a financial proposal as per the FIN forms |
| 16.2 | A price adjustment provision applies to remuneration rates: No |
| 16.3 | Consultant's tax obligations in the Client's country will be as per the latest taxation rules. |
| C. Submission, Opening and Evaluation | |
| 17.1 | The Consultants "shall not" have the option of submitting their Proposals electronically. |
| 17.4 | The Consultant must submit: (a) Technical Proposal: one (1) original and __one copy; (b) Financial Proposal One original copy |
| 17.7 and 17.9 | The Proposals must be submitted no later than: Date: 30 th November 2017 Time: "15:00 IST" <hr/> The Proposal submission address is: PMU, OPELIP |
| 19.1 | An online option of the opening of the Technical Proposals is offered: No. The opening shall take place at: |

| | <p>“same as the Proposal submission address ”</p> <p>Date: same as the submission deadline indicated in 17.7.</p> <p>Time: <i>16:00 IST</i></p> <p><i>[The time should be immediately after the time for the submission deadline stated in 17.7]</i></p> | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|--|---------------|---|------|---|--|---------------------------------------|-------------|---------------|-------------|---------------|-------------|---------------|-------------|----------------------------------|------|---------------------------|-------|--------------------------------|-------|--------------------------------------|-------|---------------|------|
| 19.2 | In addition, the following information will be read aloud at the opening of the Technical Proposals _N/A | | | | | | | | | | | | | | | | | | | | | | | | |
| 21.1 [for STP] | <p>Each proposed partner institution would be assessed on their eligibility and qualification criteria, subsequently only the qualifying partner institution would be evaluated further,</p> <p>Criteria, sub-criteria, and point system for the evaluation of the Simplified Technical Proposals are:</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="text-align: right; width: 20%;"><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>(i) Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference¹:</td> <td style="text-align: right;">[20]</td> </tr> <tr> <td>(ii) Key professional staff qualifications and competence for the assignment:</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">a) Principal Trainer and Co-ordinator</td> <td style="text-align: right;">[35 points]</td> </tr> <tr> <td style="padding-left: 20px;">b) Trainers 1</td> <td style="text-align: right;">[15 points]</td> </tr> <tr> <td style="padding-left: 20px;">c) Trainers 2</td> <td style="text-align: right;">[15 points]</td> </tr> <tr> <td style="padding-left: 20px;">d) Trainers 3</td> <td style="text-align: right;">[15 points]</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total points for criterion (ii):</td> <td style="text-align: right;">[80]</td> </tr> </tbody> </table> <p>The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following three sub-criteria and relevant percentage</p> <table style="width: 100%; border-collapse: collapse;"> <tbody> <tr> <td style="width: 70%;">1) General qualifications</td> <td style="text-align: right;">[30%]</td> </tr> <tr> <td>2) Adequacy for the assignment</td> <td style="text-align: right;">[60%]</td> </tr> <tr> <td>3) Experience in region and language</td> <td style="text-align: right;">[10%]</td> </tr> <tr> <td style="text-align: right; padding-right: 20px;">Total weight:</td> <td style="text-align: right;">100%</td> </tr> </tbody> </table> <p>Total points for the two criteria: 100</p> <p>The minimum technical score (St) required to pass is: <u>75 marks</u></p> | | <u>Points</u> | (i) Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference ¹ : | [20] | (ii) Key professional staff qualifications and competence for the assignment: | | a) Principal Trainer and Co-ordinator | [35 points] | b) Trainers 1 | [15 points] | c) Trainers 2 | [15 points] | d) Trainers 3 | [15 points] | Total points for criterion (ii): | [80] | 1) General qualifications | [30%] | 2) Adequacy for the assignment | [60%] | 3) Experience in region and language | [10%] | Total weight: | 100% |
| | <u>Points</u> | | | | | | | | | | | | | | | | | | | | | | | | |
| (i) Adequacy of the proposed technical approach, methodology and work plan in responding to the Terms of Reference ¹ : | [20] | | | | | | | | | | | | | | | | | | | | | | | | |
| (ii) Key professional staff qualifications and competence for the assignment: | | | | | | | | | | | | | | | | | | | | | | | | | |
| a) Principal Trainer and Co-ordinator | [35 points] | | | | | | | | | | | | | | | | | | | | | | | | |
| b) Trainers 1 | [15 points] | | | | | | | | | | | | | | | | | | | | | | | | |
| c) Trainers 2 | [15 points] | | | | | | | | | | | | | | | | | | | | | | | | |
| d) Trainers 3 | [15 points] | | | | | | | | | | | | | | | | | | | | | | | | |
| Total points for criterion (ii): | [80] | | | | | | | | | | | | | | | | | | | | | | | | |
| 1) General qualifications | [30%] | | | | | | | | | | | | | | | | | | | | | | | | |
| 2) Adequacy for the assignment | [60%] | | | | | | | | | | | | | | | | | | | | | | | | |
| 3) Experience in region and language | [10%] | | | | | | | | | | | | | | | | | | | | | | | | |
| Total weight: | 100% | | | | | | | | | | | | | | | | | | | | | | | | |

¹ Consideration may also be given to the number of pages submitted as compared to the number recommended under para. 3.4 (c) (ii) of these Instructions.

| | Public Opening of Financial Proposals |
|---|--|
| 23.4 | An online option of the opening of the Financial Proposals is offered: N/A |
| 23.5 | At the bid submission address. |
| 25.1 | For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant. |
| 27.2 (FBS only) | NA |
| | D. Negotiations and Award |
| 28.1 | Expected date and address for contract negotiations: (one month after bid submission date) Date: 1 st <i>January 2018</i> Address: PMU, OPELIP |
| 30.1 Standstill Period | N/A. |
| 32.2 | The publication of the contract award information will be done as follows: <i>OPELIP Website</i> |
| 34.2 | Expected date for the commencement of the Services: |

| | |
|--|--|
| | Date: 1 st January, 2018 |
|--|--|

Section 3. Technical Proposal – Standard Forms

CHECKLIST OF REQUIRED FORMS AND DOCUMENTS

| Required for STP ✓ | FORM | DESCRIPTION | <i>Page Limit</i> |
|--------------------------|-------------------|---|-------------------|
| STP | | | |
| ✓ | TECH-1A | Technical Proposal Submission Form. | |
| ✓If applicable | TECH-2A and 2B | Consultant Organization and Experience | |
| | TECH-3 | Comments on facilities to be provided by the Client | |
| ✓ | TECH-5 | Work Schedule and planning for deliverables | |
| ✓ | TECH-6 | Team composition and Curriculum Vitae (CV) for proposed key staff | |
| ✓ | FIN 1 | | |
| ✓ | FIN 2 | | |
| ✓ | FIN 3 | | |
| ✓ | FIN 5 | | |

All pages of the original Technical shall be signed by the same authorized representative of the agency who signs the Proposal.

INFORMATION TO BE PROVIDED BY THE AGENCY

| Eligibility and Qualification Criteria | | | Documentation | |
|--|--|---|--------------------------------|---|
| No | Subject | Requirement | Each Partner of the consortium | Submission Requirements |
| 1.1 | Registration | Legal and valid registration documents | Must meet requirement | Legal documents |
| 1.2 | Self-Declaration | Letter from the Management/Board of Directors | Must meet requirement | The letter must declare that the directors and of the partner institutions have not been blacklisted by Government of India/Government of Odisha and there are no pending legal litigation with the Government of India/Government of Odisha. |
| 1.3 | Experience in training | Having trained at least 500 community level resource persons over the last 5 years in preparation of documents, cadastral maps and other relevant techniques, which aid the land survey and allotment | Must meet requirement | Documentary evidence of contracts for the experience |
| 1.4 | Experience in undertaking similar assignment | Should have a minimum of 5 years of work experience in designing, administering trainings for land survey and land allocation and providing post –training implementation support as on 30.9.2017. | Must meet requirement | Evidence (copies of the contract) of projects undertaken and completed |
| 1.5 | Organization strength | Should have a minimum of 03 principal trainers and 05 trainers with qualifications & experience required in the terms of reference, either as staff or consultants | Must meet requirements | Tabular format |

FORM TECH-1A**TECHNICAL PROPOSAL SUBMISSION FORM**

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

We, the undersigned, offer to provide the consulting services for *[Insert title of assignment]* in accordance with your Request for Proposals(RFP) dated *[Insert Date]* and our Proposal. We hereby are submitting our Proposal, which includes this Technical Proposal and a financial proposal in a sealed envelope.

We are submitting our Proposal from our organization.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the IFAD.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, ITC 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the IFAD's policy in regard to Fraud and Corruption as per ITC 5.
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the IFAD. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council;
- (f) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force in the country of the Client.

- (g) Except as stated in the Data Sheet, ITC 12.7, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC 12 and ITC 28.4 may lead to the termination of Contract negotiations.
- (h) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 34.2 of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____

Name and Title of Signatory: _____

Name of Agency: _____

In the capacity of: _____

Address: _____

Contact information (phone and e-mail): _____

Form TECH-2: Consultant's Organization and Experience

A - Consultant's Organization

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

B - Consultant's Experience

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

| | |
|--|---|
| Assignment name: | Approx. value of the contract (in current US\$ or Euro): |
| Country: Location within country: | Duration of assignment (months): |
| Name of Client: | Total N ^o 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): | N ^o 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**Service Provider Observations on Counterpart Staff and Facilities**

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

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

| N° | Deliverables ¹ (D-..) | Months | | | | | | | | | | | |
|------------|---|--------|---|---|---|---|---|---|---|---|-------|---|-------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | n | TOTAL |
| D-1 | {e.g., Deliverable #1: | | | | | | | | | | | | |
| | Submission of Inception Report | | | | | | | | | | | | |
| | Tentative Quarter-wise training Plan | | | | | | | | | | | | |
| | Reports for each training delivered | | | | | | | | | | | | |
| | Reports for each post-training implementation support conducted | | | | | | | | | | | | |
| | Submission of final technical report | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| D-2 | {e.g., Deliverable #2:.....} | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

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

3. Include a legend, if necessary, to help read the chart.

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

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

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

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

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

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

6. Membership of Professional Associations: _____

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

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

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

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

From [Year]: ____ To [Year]: _____

Employer: _____

Positions held: _____

| | |
|--|--|
| <p>11. Detailed Tasks Assigned</p> <p><i>[List all tasks to be performed under this assignment]</i></p> | <p>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</p> <p><i>[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.]</i></p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p> |
|--|--|

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.

[Signature of staff member or authorized representative of the staff] Date: _____

Day/Month/Year

Full name of authorized representative: _____

Section 4. Financial Proposal - Standard Forms

Form FIN-1: Financial Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. This amount is exclusive of the local taxes, which shall be identified during negotiations and shall be added to the above amount.

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

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

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

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

Form FIN-2: Summary of Costs

| Item | Costs | | | |
|--|-------|--|--|--------------------------------------|
| | | | | <i>[Indicate Local Currency]</i> |
| <u>Total Costs of Financial Proposal¹</u> | | | | |

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

Form FIN-3: Breakdown of Costs by Activity¹

| | | | | |
|---|--|-------------|-------|--------------------------------------|
| Group of Activities (Phase): ² _____ | Description: ³ _____ _____ | | | |
| Cost component | Costs | | | |
| | Unit rate/day | No. of days | Total | <i>[Indicate Local Currency]</i> |
| Remuneration | | | | |
| Principal Trainer & Coordinator | | | | |
| Trainer 1 | | | | |
| Trainer 2 | | | | |
| Trainer 3 | | | | |
| Reimbursable Expenses | | | | |
| Subtotals | _____ | | _____ | |

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.
- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.

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

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

| N° | Description¹ | Unit | Unit Cost² | Total |
|-----------|--|-----------------------------|------------------------------|--------------|
| ___ | Per diem allowances | Day | | |
| ___ | Travel expenses | <u>Trip</u> | | |
| ___ | Development of Modules specify) | <u>Lumpsum</u> | | |
| ___ | Other allowances or expenditure (please | <u>Lumpsum</u> | | |
| ___ | Total Reimbursable expenses | <u> </u> | | |

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

2 Indicate unit cost and currency.

Section 5 Terms of Reference

Terms of Reference (ToR) the engagement of Agency/Organisation for “Training on Land Survey Process and Implementation Support” in the Odisha PVTG Empowerment and Livelihoods Improvement Programme (OPELIP)

Project Background

The Odisha PVTG Empowerment and Livelihoods Improvement Programme (OPELIP) goal is to achieve enhanced living conditions and reduced poverty of the PVTGs and other poor communities. This is sought to be achieved through realizing the development objective of enabling improved livelihoods and food and nutrition security primarily for a total of 62,356 households (comprising 32,090 PVTGs, 13,970 other Scheduled Tribe (ST) households, 5,486 Scheduled Caste(SC) households and 10,810 others) would directly benefit from the programme. The Ministry of Tribal Affairs (MoTA) at the National level is the nodal agency for this programme and the Scheduled Tribes and Scheduled Castes Development Department (STSCDD), Government of Odisha at the state level will be the Lead Programme Agency responsible for the functions relating to planning, funds flow, monitoring and evaluation, gender mainstreaming and knowledge management through a dedicated Project Management Unit. A programme steering committee under the chairmanship of Chief Secretary,GoO will provide overall policy guidance to the Programme.

The Government of Odisha with the learning from the implementation of Odisha Tribal Empowerment and Livelihoods Programme (OTELP) in 30 backward blocks of 7 districts in south west Odisha lead to a decision to scale up OTELP to the most challenging areas of Odisha-the Particularly Vulnerable Tribal Groups (PVTG) areas in 17 MPAs in 12 Districts under OPELIP. This programme is funded from the state budget and by dovetailing funds from mainstream developmental programmes like MGNREGA, IAY, NHM, SCA to TSP, Article 275, CCD etc. and IFAD Loan Project. The project will have 8 years project cycle. The programme will adopt the institutional setup as well as implementation modalities of present externally aided OTELP, ensuring community participation in project planning, execution, monitoring and review.

The OPELIP approach relies on building the capacity of the target households, securing them their entitlements over land and forest, improving their agricultural practices for enhanced production, promoting income-generating micro-enterprises for alternate livelihoods and ensuring access to education, health and other services and improving community infrastructure. The implementation will be on the basis of inclusive approach and this would mean that all communities and households residing within selected villages will form the target groups but special emphasis will be given to the development of PVTGs.

The project has 4 main components as follows:

Component 1: Community Empowerment: This component will have two sub-components: (i) promotion of village development associations for the planning and execution of need-based activities of the community that cover natural resources management, community-based paralegal services, community-based health, hygiene and nutrition education and community infrastructure; and (ii) promotion of SHGs and rural finance services to enable social development of the SHG members through facilitating group savings and credit and through building their capacity.

Component 2: Natural Resources Management and Livelihoods Enhancement: This component will have three sub-components: (i) NRM, (ii) Food and nutrition security and (iii) livelihoods improvement. This component will also have facilities for vocational training for the PVTG youth and promoting PVTG culture and values. As a critical first step under this component, the OPELIP will facilitate identification and assignment of eligible revenue lands to the landless for homestead and agriculture under relevant Government laws and settlement of individual rights under Forest Rights Act (FRA). Land titles will be issued in the joint names husband and wife. To implement this activity, the programme will engage the services of a specialist NGO, with the experience to train the FNGOs and MPAs in the implementation of this activity.

Component 3: Community Infrastructure and drudgery reduction: Interventions under this component will include inter alia: building critical social infrastructure such as schools, health clinics, child-care centres (that are not included under any of the mainstream infrastructure development programmes), storage structures along with drying yards, threshing floors, provision of weighing scales, household storage bins for promoting value-addition and fair trade in villages, small market yards and aggregation centres, facilities for food and NTFP processing units including small rice hullers, upgrading village link roads, rural water supply, supply of smokeless wood-stoves and support to operations and maintenance of village fuel-wood reserves.

Component 4: Programme Management: This component will have three sub-components as follows: (i) a Programme Management Unit (PMU) within the ST and SC Development Department, Government of Odisha in Bhubaneswar, (ii) the programme will strengthen the 17 existing MPAs with staff and facilities; and (iii) a Programme Monitoring and Evaluation and Knowledge Management unit to be housed within the PMU. The policy initiatives aspects of the programme will be part of PMU responsibilities. The PMU recruited Facilitating NGOs to implement the project at community level, in each of the 17 MPA.

The project area covers the 17 Micro-Project Agencies as described in the table below:

| Micro-Project Agency | No of villages | Total Population | Of which PVTGs (in %) |
|-----------------------------|----------------|------------------|-----------------------|
| PBDA, Jamardihi, Anugul | 43 | 16624 | 57.41 |
| PBDA, Rugudapadar, Baragarh | 94 | 43847 | 54.82 |
| LSDA, Serongo, Gajapati | 34 | 13981 | 100 |
| SDA, Chandragiri, Gajapati | 121 | 39515 | 99.49 |
| TDA, Tumbo, Ganjam | 110 | 15479 | 60.69 |
| KKDA, Lanjigarh, Kalahandi | 62 | 18739 | 16.40 |

| | | | |
|-------------------------------|-----|-------|-------|
| KKDA, Belgarh, Kandhamal | 63 | 11365 | 55.71 |
| JDA, Gonasika, Keonjhar | 57 | 25920 | 34.89 |
| BDA, Mudulipada, Malkangiri | 62 | 17448 | 44.89 |
| DDA, Kudumulgumma, Malkangiri | 73 | 19467 | 100 |
| HKMDA, Jashipur, Mayurbhanj | 156 | 61734 | 3.89 |
| LDA, Morada., Mayurbhanj | 105 | 51190 | 6.91 |
| CBDA, Sunabeda, Nuapada | 31 | 10173 | 23.61 |
| DKDA, Chatikona, Rayagada | 124 | 30651 | 22.07 |
| DKDA, Parsali, Rayagada | 48 | 8450 | 11.32 |
| LSDA, Puttasing, Rayagada | 8 | 5170 | 100 |
| PBDA, Khuntagaon, Sundergarh | 52 | 23285 | 18.92 |

The above list is prepared as per the Programme Design Completion Report (PDCR) but during implementation there may be slightly variation in village and population as per detailed baseline survey being conducted.

A total of 62,356 households (comprising 32,090 PVTGs, 13,970 other Scheduled Tribe (ST) households, 5,486 SC households and 10,810 others) would directly benefit from the programme.

One of the key starting activities is identification and assignment of eligible revenue lands to the landless for homestead and agriculture under relevant Government laws and settlement of individual rights under Forest Rights Act (FRA).

Objective of engagement of Agency/ organisation to Train on Land Survey Process and Implementation Support

The Lead Project Agency, the Scheduled Tribes and Scheduled Castes Development Department (STSCDD) of the Government of Odisha, has opted for the MPA and FNGO staff to conduct the land survey that would lead to land allocation for the PVTG. In this regard, the objective of the agency/ organisation is to build the capacity of the MPA and the FNGO staff in the implementation and monitoring of the land survey and land allocation process and provide post-training implementation support. The effectiveness of the training will be measured by the quality of the land survey and adequate identification of landless households.

Specific activities to be performed by the Agency/ organization

The agency/ organisation will be responsible for:

- Prepare guidelines for engaging CRPs by the MPAs for land survey; and
- Training the MPA and NGO staff and CRPs , who are responsible for land survey, on
:

- Preparation of detailed village maps for all households and maps of forest land and revenue land under use/occupation by ST households as well as by other categories of households (such as SCs, OBCs, etc) particularly the revenue land eligible for land titling under state land laws. The training should cover the methodology to prepare: i) a detailed cadastral maps of each programme village with due reference to a landmark, delineating ownership, present usage, present occupant and revenue category, authenticated by the competent revenue officials in the district; ii) a map of forest land in all categories of forests that village people are using for podu, settled cultivation or homestead, including the name of the occupant; iii) a map of forest land on which rights of individual households have already been recorded; iv) map of forest land that the village as a whole has been traditionally using.
- Procedures for seeking allocation of revenue land and titles for homestead to households that do not have homestead land or title to the homestead land occupied by them;
- Procedures for seeking allocation of eligible revenue land for agriculture to every household that does not have agriculture land or legal title to land currently being cultivated by it;
- Procedures for applying for recording of rights by ST households on forest land occupied by them under FRA. This will include land under *podu* cultivation, settled cultivation, horticulture or homestead;
- Procedures for applying for recording of rights including boundary demarcation for the village under section 3(1)(i) of FRA on forest traditionally management by the community;
- Monitoring of the land survey and allocation process using both geospatial and quantitative methods.
- Procedures for working/coordinating with the Forest Rights Committee (FRC) and Community Forest Rights Management Committee (CFRMC) wherever they exist, or establishing FRCs and CFRMCs wherever such committees are yet to be formed/operational.
- Procedures for coordinating/collaborating with Joint Forest Management Committee/s if such committees are in existence and certain forest areas have already been demarcated under the JFMCs (promoted by Forest Department).
- Procedures to follow-up on the status of the applications with the Sub-Divisional Level Committees and District Level Committees.
- Procedures for re-submission of the rejected applications through the Gram Sabha.
- Post-training implementation support during implementation. This will involve assessment of the knowledge and skills assimilated by the trainees by reviewing a sample of (i) villages surveyed; (ii) landless households identified ;(iii) community understanding of the process; (iv) sample checks of applications prepared/submitted

for individual rights under FRA; (v) sample checks of applications prepared/submitted for community forest rights under FRA; (vi) sample checks of re-submitted applications (after rejection of the previous applications). Each MPA will receive 2 implementation support visits of 5 days each in the course of the year.

Key Experts for the assignment

The Agency/ organisation will provide the following key experts for this assignment:

- 1 Principal Trainer and Co-ordinator: S/he will be responsible for developing training modules and overall planning, organization and delivery of the training and post-training activities. S/He will have experience of at least 5 years in designing and delivering training related to land survey and allocation in the tribal areas and delivered at least 5 nos. of similar trainings. S/He will hold a Master degree in **social science, political science or equivalent**
- 2 Trainers: S/He will assist the Principal Trainer in the delivery of the training and post training activities. S/He will have at least 3 years in training and implementing land survey and land allocation in the tribal areas and delivered at least 2 nos. of similar trainings. S/He will hold a bachelor degree in **social science, political science or equivalent**

Duration of services

The duration of the assignment is expected to be one year which could be extended with a mutual consent. It is envisaged that the training would be organized for 2 MPAs jointly so 8 training events in total, over a 6 day period including 2-3 days for practical application. Each MPA will receive **2 implementation** support visits of 5 days each in the course of the year. The inputs in terms of person days are as follows

| Experts | Activity | No of persdays |
|--|---|----------------|
| Principal trainer and coordinator | Overall coordination of the assignment, design of training curriculum and implementation support methodology, reporting | 10 |
| | Training delivery including travel days | 32 |
| | Post training implementation support | 40 |
| | Total persdays | 82 |
| Trainer | Planning and reporting | 6 |
| | Training delivery including travel days | 32 |
| | Post training implementation support | 40 |
| | Total for one Trainer | 78 |
| | Total for 3 trainers | 234 |
| | Grand Total for all experts | 316 |

Reporting

The agency/organisation will submit the following reports :

- a) An Inception Report within one month of the start of the assignment, covering the training modules developed, tested and to be delivered and a Tentative Quarter-wise training Plan. This will also include plan for post-training implementation support. Additionally, it

will also include step by step key tasks of the agency/consultants along with timeline of deliverables.

b) Reports for each training delivered comprising no of participants by categories, duration, location and modules delivered, within one week of completion of each training.

c) Reports for each post-training implementation support conducted, reporting on the level of proficiency acquired by the trainees, especially the CRPs, and the need for additional capacity building.

d) A final technical report documenting activities conducted and evaluation of capacity building provided.

Eligibility Criteria for Prequalification of agency/organisation

- Should be legally registered and provide a self-attested copy of registration, PAN number and self-attested copy of PAN card.
- Should not have been blacklisted by Central/State Govt./Govt. agencies and provide a self-declaration by the authorized representative.
- Have domain knowledge of all aspects of land survey methodology including provisions of FRA.
- Minimum 5 years of experience of working in supporting the Government Departments responsible for the land survey and allotment
- Having trained atleast 500 community level resource persons over the last 5 years in preparation of documents, cadastral maps and other relevant techniques, which aid the land survey and allotment.
-

I. Selection criteria for the Service Provider

The Consultancy Services for the OPELIP “**Training on Land Survey Process and Implementation Support**” will be procured following the Quality and Cost Based Selection method. The Service Providers will be required to submit a Simplified technical proposal and a financial proposal as per the information in the Instruction to the Service Provider in the Request for Proposal.

The Simplified technical proposal will contain the following information:

- Details or profile of the Service Provider, internal structure/organogram and CVs of key staff in the organization.
- Description of the capabilities of the Agency/Organisation to develop the requested activities, in particular demonstration of the Agency/Organisation s experience in training in Land Survey and/or establishment surveys at regional or national level. In addition, SP will have to indicate the country(ies) or Indian States of experience and expertise. The relevant experience in this regard must be included in the proposal.
- Description of the trainings on Land Survey that the Agency/Organisation conducted

- Description of the work plan related to the Services described in this Terms of Reference will have to be provided as part of the proposal.
- Reference letters or contracts from previous clients in the private, public and development sector certifying satisfactory completion of the Land surveys/ trainings relating to land Survey conducted.
- Any other documents which may support your Proposal.

II. Services provided by the Client

OPELIP will provide the following assistance to the Service Provider :

- Official documents required for conducting the training on Land survey process and implementation support and authorization from State authorities if required.
- List of trainees for the training
- List of villages of OPELIP area
- Introduction to MPA and to Revenue Dept

Section 6 - IFAD Policy – Corrupt and Fraudulent Practices

(Section VI shall not be modified)

“Fraud and Corruption

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

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

- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation²;
- (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;
- (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;
- (v) “obstructive practice” is

¹ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes IFAD staff and employees of other organizations taking or reviewing selection decisions.

² For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

³ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁴For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an IFAD investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the IFAD's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the IFAD to address such practices when they occur, including by failing to inform the IFAD in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing IFAD's sanctions procedures, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded an IFAD-financed contract, and (ii) to be a nominated⁵ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded an IFAD-financed contract.

⁵ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

