

## WWF GEF AGENCY REQUEST FOR PROPOSALS PROCEDURES

### PART I – WWF GEF Agency Procedures for Requesting and reviewing Proposal.

1. Request For Proposal (RFP), including the project Terms of Reference, posted to relevant sites (see Terms of Reference Template (Appendix 1)). Proposals need to be submitted according to guidelines and by the deadline stated in the RFP. Applicants need to be eligible per the conditions detailed on the WWF GEF website (and linked within the RFP).
2. Proposals will be reviewed within the time period included in the RFP according to the criteria developed for each procurement posted on the WWF GEF website (and linked within the RFP).
3. Winning proposals will be notified by email by the date included in the RFP and posted to the WWF GEF website on the same date.

## PART II – CONDITIONS OF CONTRACT

## 1. Conflict of Interest

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

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

1.3. The Consultant shall not be hired under the circumstances set forth below:

a. **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.

b. **Conflicting relationships** (iii) Relationship with the WWF's staff: A Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Beneficiaries of WWF 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 WWF throughout the selection process and the execution of the Contract.

## 2. Corrupt and Fraudulent Practices

2.1. WWF requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Appendix 2.

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

## 3. Eligibility

3.1. WWF permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for WWF GEF Agency-financed projects. 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.

3.2. Exceptions to the Clause 3.1 above include:

3.2.1 A firm or an individual sanctioned by WWF in accordance with the above Clause 2.1 or in accordance with Appendix 2 shall be ineligible to be awarded a WWF-financed contract, or to benefit from a WWF GEF-financed contract, financially or otherwise, during such period of time as WWF shall determine.

3.2.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if U.S. economic sanctions and embargo laws, regulations, and agreements, including those enforced by the U.S. Office of Foreign Assets Control; the U.S. International Traffic in Arms Regulations; and the U.S. Export Administration Regulations prohibit inclusion. 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.

3.2.3. Government-owned enterprises shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client.

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

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

- are on leave of absence without pay, or have resigned or retired;
- are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Beneficiaries country, whichever is longer.
- their hiring would not create a conflict of interest.

#### 4. Confidentiality

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

4.2. Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the WWF GEF Agency 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 WWF's sanctions procedures.

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4.3. All documentation submitted during the bidding, opening, evaluation and debriefing phases of procurement are considered confidential and secure and may not be changed or shared beyond the WWF proposal review team.

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### PART III – Procurement Complaints

There are four essential requirements that must be met by the party who wishes to make a procurement-related complaint. These are:

1. Who can complain? Only those who have responded to a Request for Proposals from the WWF GEF Agency who meet the eligibility criteria (include link to eligibility criteria)
2. In what circumstances? The circumstances giving rise to the complaint must be relevant to the procurement. The following may give rise to a complaint: i. Challenge to the procurement documentation; ii. Challenge to the decision to exclude; Challenge to the decision to award the contract.
3. When to make the complain? Procurement-related complaints must be made in a timely manner. The complaint must be made no later than 14 days of the posting of the successful proposal on the WWF GEF Website.
4. What information must be included? The procurement-related complaint must contain: i. the identity of the complainant; ii. contact details; iii. This means identifying that the complainant is an 'interested party' (see Who can complain? above); iv. Identify the specific procurement contract/activity to which the procurement-related complaint relates; Specify the nature of the procurement-related complaint and the perceived adverse impact.

Complaints should be emailed to [GEFProcurementComplaints@wwfus.org](mailto:GEFProcurementComplaints@wwfus.org).

## Appendix 1 WWF GEF Agency Request for Proposal (template)

The WWF GEF Agency is requesting submission of proposals for the following Terms of Reference. Submissions must be received at [firstname.lastname@wwfus.org](mailto:firstname.lastname@wwfus.org) no later than [deadline for submission]. Submissions will be reviewed based on their eligibility and per the conditions detailed on the WWF GEF Agency Website (include link). The evaluation criteria can be found at the following link (include link). The review period is between [date] and [date] upon which the successful applicant will be notified by email and posted on the WWF GEF website [include link]. Templates for the technical and budget proposal can be found at [include link].

### Terms of Reference Template

#### *1. Background*

#### *2. Objective(s) of the Assignment*

#### *3. Scope of Services, Tasks (Components) and Expected Deliverables*

#### *4. Team Composition & Qualification Requirements for the Key Experts*

#### *5. Reporting Requirements and Time Schedule for Deliverables*

*At a minimum, list the following:*

- (a) format, frequency, and contents of reports;*
- (b) number of copies, and requirements to electronic submission (or on CD ROM). Final reports shall be delivered in CD ROM in addition to the specified number of hard copies;*
- (c) dates of submission;*
- (d) persons (indicate names, titles, submission address) to receive them; etc.*

## Consultant Technical Proposal Outline

Name/s of consultants and contact information (attach CVs of all team members):

a) *Relevant experience to Terms of Reference (include number of years, GEF experience, team leadership experience)*

a) *Technical Approach, Methodology, and Organization of the Consultant's team.*

*{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}*

Consultant’s Financial Proposal template

Financial Proposal				
	{Consultant must state the proposed Costs – in the case of individual consults, delete columns which are not used}			
	Team member #1	Team Member #2	Team Member #3	TOTAL
(1) Fee;				
(2) Travel and other Reimbursables (list below)				
<b><u>Total Cost of the Financial Proposal:</u></b>				

## Appendix 2. WWF GEF Policy – Corrupt and Fraudulent Practices

### Fraud and Corruption

It is WWF GEF Agency policy to require that Grantees, sub-contractors, subconsultants, service providers or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of WWF GEF Agency contracts. In pursuance of this policy, the WWF GEF Agency:

- (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 party;
  - (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 obligation;<sup>1</sup> “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - (iii) “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 party;
  - (iv) “obstructive practice”
    - deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a WWF GEF Agency 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
    - acts intended to materially impede the exercise of the WWF GEF Agency’s inspection and audit rights.
- (b) will reject a proposal for award if it determines that the Third Party recommended for award, or any of its personnel, or its agents, or its sub-consultants, sub-contractors, service 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 mis-procurement and cancel the portion of the Grant allocated to a contract if it determines at any time that representatives of the Grantee or of a recipient of any part of the proceeds of the Grant were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, during the selection process or the implementation of the contract in question, without the Grantee having taken timely and appropriate action satisfactory to

the WWF GEF Agency to address such practices when they occur, including by failing to inform the WWF GEF Agency in a timely manner at the time they knew of the practices;

- (d) will require that a clause be included in the RFP and in contracts financed by a WWF GEF Agency grant requiring consultants, and their agents, personnel, sub-consultants, subcontractors, service providers, or suppliers, to permit the WWF GEF Agency to inspect all accounts, records, and other documents relating to the submission of proposals and contract performance, and to have them audited by auditors appointed by the WWF GEF Agency