

**CONVENTION ON WETLANDS (Ramsar, Iran, 1971)**  
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## **Nagao Wetland Fund (NWF)**

### **Section C: Project Contract Form**

**Grant Agreement Nr. XXX**  
**of xxx 2026**  
**concerning the project proposal: ---- of “date”**

**The Secretariat of the Convention on Wetlands**, hosted by IUCN, International Union for Conservation of Nature and Natural Resources (“IUCN”), Rue Mauverney 28, 1196 Gland, Switzerland (hereinafter referred to as “the Secretariat”).

and

**Grant Recipient** (hereinafter referred to as “XXX”).

The Secretariat and the [Grant Recipient] shall be referred to herein each as a “Party” and together as the “Parties”.

The Nagao Wetland Fund has approved a grant of **USD xxxxxx** in support of the project and budget referred to above for the period covering from Day/Month/Year to Day/Month/Year, which may be extended by the mutual agreement of the Parties.

The following terms and conditions apply to the use of the Nagao Wetland Fund:

1. 35% of the total approved grant (**USD xxxxxx**) will be transferred after receipt of the countersigned copy of this letter and the first invoice by the Secretariat. The second payment of 35% (**USD xxxxxx**) of the total approved budget will be transferred after, (i) a timely submission of the progress report and the second invoice and, (ii) approval of report and the second invoice by the Secretariat (Date of Progress Report Submission: Day/Month/Year). The remaining 30% (**USD xxxxxx**) of the total approved budget will be transferred after, (i) a timely submission of the final report and the third invoice and, (ii) approval of report and the third invoice by the Secretariat (Date of Final Report Submission: Day/Month/Year). To facilitate transfer of the payment, please indicate on the countersigned copy of this contract the full name and details of the Grant Recipient to which payment will be sent (including its address, telephone, e-mail) and bank account details. The Secretariat will only make payments to the [Grant Recipient’s] bank account (opened in the name of the Grant Recipient in the place where the Grant Recipient is established or where the project is implemented) as indicated on the countersigned copy of this contract. The Grant Recipient shall bear any bank charges associated with any transfer of funds that the Secretariat may make hereunder.

2. The progress and final report shall be provided using the standard format(s) provided in the *Operational Guidelines for the Nagao Wetland Fund (NWF)*, 2026, attached as Annex 1 and shall have a signed endorsement from the head of the Administrative Authority or the National Focal Point of the Convention on Wetlands.
3. Under the Secretariat's *Operational Guidelines for the Nagao Wetland Fund (NWF)*, 2026, attached as Annex 1, NWF funds and interest earned thereon may be expended only for the purposes stated in the present letter, and it is understood that these grant funds will be used for such purposes in accordance with the approved budget. Any interest earned on the grant shall be added to the budget total and accounted for.
4. All the conditions described in the *Operational Guidelines for the Nagao Wetland Fund 2026* (Annex 1) apply to this contract. Under the terms of this grant, no additional administration costs may be deducted for this project.
5. Any substantial variations in project implementation as set out in the approved project proposal and budget, including changes to the timing of expenditures or changes in activities or use of the budget affecting more than 10% of any budget line, should be submitted in writing to the Secretariat for prior approval.
6. Whilst this project may form part of a larger project with funding from other sources, the specific work to be undertaken as annexed to this contract should not have duplicate funding from other sources. Should this project have such duplicate funding, the project proponents are required to declare this to the Secretariat and to return to the Secretariat the portion or all funds provided under this grant which have also received funding from other sources.
7. NWF funds may not be used by the implementing organization or any other body to carry out any activities that may adversely affect the ecological character of the wetland(s) involved, or otherwise contravene any of the applicable articles of the Convention on Wetlands.
8. Attention is drawn to the fact that the project may be cancelled by mutual agreement between the Nagao Natural Environment Foundation (NEF) as a donor and the Secretariat if the work is not completed or a satisfactory Progress and Final Report is not received in line with the schedule/deadlines approved in this contract. In case of cancellation of the project, the Grant Recipient shall reimburse all unused funds within thirty (30) days of the cancellation or termination.
9. These reports should contain a detailed financial statement which reflects expenditures of the grant funds, according to the categories of the approved budget, as of the end of the period covered by the report. The final report should be accompanied by a vlog, photographs and similar other materials illustrating the key activities undertaken. The Grant Recipient is obliged to keep copies of all invoices, contract, receipts and/or other financial records for 10 years, as required by the Swiss law.
10. Any unused funds by the end of the project period shall be identified in the financial statement accompanying the final report. The Secretariat will decide on how to best use those funds.

11. The Secretariat, in agreement with the Administrative Authority of the Convention, shall be allowed to visit, with financial support from the NEF, the project site and/or the project implementing agency or agencies, and/or to designate one of its partner organizations or collaborators to do so on its behalf, in order to have a first-hand appraisal of the progress made during implementation and/or the results obtained after completion of the project. It is agreed that said staff will be given full cooperation during their visit, allowing them free access to sites and premises, as well as to any documents relevant to the project.
12. The Secretariat will include information on this grant in its periodic reports and may also refer to the grant in a press release or in any other social media platforms.
13. A copy of all output and awareness materials produced wholly or partly with the NWF fund such as scientific reports, publications, videos, brochures, and pamphlets should be submitted to the Secretariat along with the final report. For digital publications like blog or websites, a link can be provided. Such materials should include an appropriate acknowledgement of the support from the NWF.
14. The recipient of the NWF grant acknowledges its willingness to mark the name and logo of the Convention on Wetlands and the NEF in all equipment and all products obtained through the support of the NWF.
15. The Secretariat and the Administrative Authority of the Convention reserve the right to use the publications and materials generated through this financing in the way they consider proper to strengthen the implementation of the Convention and to advance the interests of conservation of wetlands and other natural resources at the local, national and international levels, provided that any such use shall clearly acknowledge the Convention on Wetlands' funding and role in carrying out this project. The copyright of all products and materials produced wholly or in part under this grant belongs to the Secretariat. However, Grant Recipient shall be free to use the products and materials for non-commercial purposes, to benefit the conservation of wetlands, without seeking the consent of the Secretariat. Grant Recipient shall require the prior written approval of the Secretariat before any modification or commercial use. Electronic versions of all such modified products and materials must be supplied to the Secretariat.
16. All correspondence and notices in connection with the implementation of this Agreement must be directed as follows:

Secretariat Contact Person	Grant Recipient Contact Person
[name] [title] [address] [phone] [email]	[name] [title] [address] [phone] [email]

17. The Grant Recipient shall comply with the terms of IUCN's Code of Conduct and Professional Ethics, available at [https://www.iucn.org/downloads/code\\_of\\_conduct\\_and\\_professional\\_ethics.pdf](https://www.iucn.org/downloads/code_of_conduct_and_professional_ethics.pdf), which by signing of this Agreement, the Grant recipient confirms it has reviewed and accepted.
18. The Grant Recipient shall comply with the standards of conduct set forth in IUCN's Anti-fraud and Anti-corruption Policy available at

[https://www.iucn.org/downloads/anti\\_fraud\\_policy.pdf](https://www.iucn.org/downloads/anti_fraud_policy.pdf), which by signing of this Agreement, the Grant recipient confirmed it has reviewed and accepted.

19. The Grant Recipient shall comply with the principles and standards of protection equivalent to those stipulated in the Policy on the Protection from Sexual Exploitation, Sexual Abuse and Sexual Harassment (SEAH Policy) available at [https://www.iucn.org/sites/dev/files/seah\\_revised\\_version\\_2020apr27.pdf](https://www.iucn.org/sites/dev/files/seah_revised_version_2020apr27.pdf).
20. The IUCN Travel Policy and Procedures for Non-Staff shall apply to all travel expenses and is available at <https://www.iucn.org/about-iucn/accountability-and-reporting/values-policies-and-procedure>.
21. All procurement of goods, services, materials and equipment, if any, under this Agreement shall be made in accordance with IUCN's Procurement Policy and Procedure for Grant Recipients attached to this Agreement as Annex 2.
22. Termination
  - 22.1 Termination for cause
    - 22.1.1 The Secretariat reserves the right to terminate this Agreement in whole or in part, upon written notice with immediate effect in the event that the Grant Recipient:
      - i. has falsified or provided inaccurate, incomplete or misleading information in any documentation provided to the Secretariat;
      - ii. defaults in carrying out any of its obligations under this Agreement;
      - iii. has engaged in illegal acts, including, without limitation fraudulent or corrupt actions as defined in Code of Conduct and Professional Ethics for the Secretariat and IUCN's Anti-fraud Policy (hereafter referred to as a "Fraud");
      - iv. enters into liquidation or dissolution other than for the purpose of an amalgamation or reconstruction; or
      - v. ceases to carry on business, has a receiver or administrator appointed over all or any part of its assets or undertaking, enters into any composition or arrangement with its creditors or takes or suffers any similar action in consequence of a debt or other liability, or undergoes any process analogous to the foregoing in any jurisdiction throughout the world
    - 22.1.2 If it is determined that the Grant Recipient has committed Fraud in competing for or in the performance of this Agreement, all expenditures incurred under this Agreement shall be undue and the Grant Recipient shall promptly reimburse the Secretariat for all expenditures incurred in the performance of this Agreement.
  - 22.2 Termination for force majeure
    - 22.2.1 The performance of this Agreement by either Party is subject to acts of God, war, government regulations, epidemics, pandemics, disaster, strikes (excluding strikes of respective Parties' personnel), civil disorders, curtailment of transportation facilities,

or other emergencies making it illegal or impossible for either Party to perform its obligations (“Force Majeure Event”). The Party subject to a Force Majeure Event shall promptly notify the other Party of the occurrence and particulars of such Force Majeure Event, including how it impacts the performance of its obligations under this Agreement. The Party so affected shall use diligent efforts to avoid or remove such causes of non or delayed performance as soon as is reasonably practicable. The Parties may agree to a suspension, a termination or an extension of the Agreement as deemed appropriate.

22.2.2 This Agreement may be terminated unilaterally without compensation for any one or more of the foregoing reasons by written notice from one Party to the other.

22.2.3 Notwithstanding the above, the Parties may agree to a suspension or an extension of the Agreement as deemed appropriate. Upon termination of the Force Majeure Event, the performance of the suspended Services shall without delay recommence.

22.2.4 The Party subject to the Force Majeure Event shall not be liable to the other Party for any damages arising out of or relating to the suspension or termination of Services by reason of the occurrence of a Force Majeure Event, provided such Party complies with all the requirements under this article 22.2.

### 22.3 Effects of Termination

In the event of termination under this article, the Secretariat shall pay the Grant Recipient any outstanding Remuneration in respect of Services performed by the Grant Recipient up until the effective date of termination, it being understood that the total amount payable by the Secretariat to the Grant Recipient shall not exceed the Remuneration stated in clause 5 of the Agreement. The Grant Recipient shall within thirty (30) days of termination, and at the Secretariat’s request:

22.3.1 to the extent possible, complete the Services subject to the Remuneration made available until the date of termination and stop all ongoing activities;

22.3.2 refund to the Secretariat any advance payments received in excess of the total expenditure incurred as evidenced in the invoices submitted to the Secretariat,

22.3.3 reimburse the Secretariat for any expenditures made in breach of the terms of this Agreement and

22.3.4 submit final technical and financial reports and any other materials, deliverables, works or other outputs created as at the date of termination under this Agreement.

23. The Grant Recipient shall process any personal data exchanged in the implementation of this contract in accordance with the terms of this contract and the applicable law. . In particular, it shall be processed in a manner that ensures the security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organizational measures. Personal data is any information relating to an identified or identifiable individual. The Grant Recipient shall promptly, and in any case within forty-eight (48) hours inform Secretariat through the online form located at (<https://portals.iucn.org/dataprotection/requestform>), if it determines and/or discloses to a competent public authority and/or affected data subjects that a Personal Data breach has occurred.

24. This contract is governed by Swiss law.
25. The Parties to this contract shall make every effort to resolve through dialogue any disputes arising from the execution, interpretation and implementation of this contract. Any dispute arising out of or in relation with this contract that cannot be resolved amicably by the Parties shall be submitted to the competent courts of Lausanne, Switzerland.
26. This contract shall only be amended by a written agreement signed by the authorized representatives of both Parties.
27. The Grant Recipient represents and warrants its compliance at any time with any laws that apply in the jurisdiction in which the Grant Recipient is operating or carrying out this contract, including, but not limited to, anti-bribery laws, employment and social security laws and tax laws.
28. The Grant Recipient represents and warrants that it is legally registered, authorised to do business and/or has procured any necessary permits or licenses required to carry out this contract in the jurisdiction of project implementation and to grant the Secretariat the rights under this contract.
29. The Grant Recipient represents and warrants that no part of the grant shall be provided to, or used to support, individuals and organizations associated with terrorism as identified on any sanction list published by the European Union, the United States Government, the United Nations Security Council or other relevant agency or body.
30. This contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Secretariat and the Grand Recipient agree that the signed counterparts may be delivered by e-mail in a ".pdf" format data file or electronic signature (e.g., DocuSign or similar electronic signature technology) and thereafter maintained in electronic form, and that in this case such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such ".pdf" or electronic signature page were an original thereof.

On behalf of the Convention on Wetlands, let me extend every good wish for the success of this endeavour.

Yours sincerely,

Dr. Musonda Mumba  
Secretary General,  
Secretariat of the Convention on Wetlands

Annex 1 – Operational Guidelines for the Nagao Wetland Fund 2026  
Annex 2 – IUCN Procurement Policy and Procedures for Grant Recipients

If you agree to the terms and conditions, and timing set out above then kindly confirm your agreement of the contents of this contract by counter-signing and initialling each page of one copy of this contract and returning them to the Secretariat by electronic means. You should countersign and retain one copy of this contract and project document.

**ACCEPTED AND AGREED:**

Name of the recipient agency/organization: \_\_\_\_\_

Represented by: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attachments: NWF Operational Guidelines, Sections E & F.

The full Operational Guidelines are available from Wetland Finance Support Officer at the Secretariat of the Convention on Wetlands (email: [lee@ramsar.org](mailto:lee@ramsar.org))

**PAYMENT SHOULD BE DIRECTED TO:**

Name of Agency/Organization: \_\_\_\_\_

Name and title of Officer responsible  
for the NWF grant: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Complete name of bank and/or branch: \_\_\_\_\_

Address of bank and/or branch: \_\_\_\_\_

Bank account in name of: \_\_\_\_\_

Bank account number: \_\_\_\_\_

SWIFT CODE: \_\_\_\_\_

IBAN: \_\_\_\_\_

Seal and signature of the recipient agency/organization:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Seal

\_\_\_\_\_  
Date

# Procurement Policy and Procedures for Recipients of Grant Funding from IUCN

## 1. PURPOSE

The purpose of this Policy and Procedure is to ensure that IUCN obtains value for money in all its procurement activities and that procurement is conducted in an efficient and cost effective manner that respects sustainability, the environment and ethical principles.

Prior to undertaking any purchases of goods or services with IUCN funds, grant recipients are required to have institutional procurement policies in effect that are substantially at least as stringent as those listed below. The specific procurement procedures listed in section 3. are applicable to all goods/services procured with IUCN funds, and must be followed in all cases.

## 2. POLICY

All purchases of goods and services must be made with complete impartiality based solely on the merits of supplier proposals, including such considerations as cost, quality, environmental impact, delivery and payment terms. No employee, officer, or agent of the grant recipient may participate in the selection, award, or administration of a contract if an actual or apparent conflict of interest would arise.

The grant recipient must provide IUCN with a clear Delegation of Authority (DoA) document that specifies what levels of approval are needed for expenditure in line with this policy. IUCN reserves the right to reject the proposed DoA and impose an alternative with regards to funds provided by IUCN.

All purchase decision must take into consideration the environmental policy of the supplier and the environmental impact of the goods or services to be procured, with a view to minimizing the environmental impact of the procurement. Environmental considerations include an assessment of the need for the procurement and the environmental impact of the eventual disposal of any goods procured.

Goods must only be accepted if they are received in good condition and meet the prescribed standard. Grant recipients must examine and test goods upon receipt to ensure that the vendor has met all terms and conditions of the purchase agreement.

All purchases of services over CHF 5,000, from individuals, companies or organizations, must be made on the basis of a written contract or Purchase Order which must set forth in detail the relevant terms of the contract including, without limitation, the proposed scope of work, deliverables, amounts and terms of payment, timelines and the Parties' relative responsibilities and liabilities for non-performance.

Grant recipients must ensure that adequate insurance is obtained for the replacement value of any equipment purchased.

Procurement contracts must be entered into only with responsible suppliers who are reputable, well established and are suppliers of the type of goods and services being purchased in the normal course of their business.

Procurement should only be undertaken with suppliers who:

- maintain ethical business practices at all times

- are not involved in any form of corruption or any fraudulent activities
- do not engage in any collusive or coercive practices

### **3. PROCUREMENT PROCEDURES**

#### **a. Purchases of goods and services with a value of CHF 5,000 or below**

Purchases of goods and services with a cost of less than CHF 5000 may be made through “single sourcing”. Competitive bids are not required. Research should be made of available suppliers and the procurement decision should ensure best value for money. Competitive bidding should be considered where the benefits of competitive tendering in terms of price and quality are likely to outweigh the costs of the tendering exercise. A record of activities carried out to ensure value for money must be kept on file.

#### **b. Purchases of goods with a value between CHF 5,001 to CHF 50,000**

Purchases of goods with a unit cost of more than CHF 5,000 but less than or equal to CHF 50,000 must be based on written quotations received from at least three potential suppliers. Quotations must include the price, the description and quantity of the goods, as well as the delivery time and place.

Grant recipients are advised to initially request more than three quotations.

If there are at least three potential suppliers of the goods at competitive prices in the grant recipient’s country, the grant recipient may purchase in that jurisdiction without requesting quotations from potential suppliers located in foreign countries.

If this is not the case, then the grant recipient must request quotations from suppliers within the country to the extent such suppliers exist, and from suppliers in foreign countries. The choice of suppliers and countries should be made to ensure that goods are procured at internationally competitive prices.

#### **c. Purchases of services with a value between CHF 5,001 to CHF 50,000**

Purchases of Services in excess of CHF 5000 but less than CHF 50,000 must be based on a comprehensive Terms of Reference specifying in detail the necessary subject area qualifications and expected outputs. Statements of interest or CVs must be received from at least three potential firms or individuals.

All purchases of services must be contracted on the basis of a written document that includes fixed outputs and specific payment terms.

Fees may be paid on an hourly/daily rate, or on a fixed fee basis. All fees paid to individuals must be consistent with previous salary/fee history, as documented in a CV and must be competitive and in line with established norms for the type of work to be performed.

File documents must reflect clearly the list of individuals or firms invited to bid, the statements of interest or CVs, salary/fee history, and rationale for selection.

#### **d. Purchases of goods and services with a value over CHF 50,000**

Purchases of goods and services with a cost in excess of CHF 50,000 are subject to special competitive bidding procedures. Such purchases are only allowed with separate written authorization from the relevant IUCN project manager.

In the event that purchases in excess of CHF 50,000 are authorized, IUCN shall assess the procurement procedures of the Grant recipient and either authorise the procurement to be carried in accordance with the grant recipient's procedures or request that the Grant recipient carries out the procurement in accordance with IUCN standard procedures (Section 5).

#### **4. Mis-procurement**

IUCN does not finance procurement undertaken by grant recipients when it concludes that mis-procurement has occurred.

Mis-procurement is deemed to have occurred if:

- (a) The procurement contract was not awarded in accordance with the provisions of the Grant Agreement;
- (b) The procurement was not included in a procurement plan required under a grant agreement to which IUCN gave its prior written approval ;
- (c) The procurement contract was not awarded to the bidder, who otherwise would have won the tender, due to dilatory or other unjustifiable conduct by the grant recipient, resulting in the successful bid no longer being valid or available;
- (d) The most competitive bid was rejected on unjustifiable grounds; or
- (e) The award of the procurement contract was a result of fraud, corruption or other unlawful or unethical conduct.

In such cases, whether under prior or post review, IUCN will declare mis-procurement, and cancel that portion of the grant allocated for the goods, works, or services that have been mis-procured.

IUCN may, in addition, exercise all other remedies available to it under the Grant Agreement and/or under applicable law.

#### **5. Guidance to grant recipients on competitive bidding**

##### **General considerations**

All purchases equal to or greater than a value of CHF 50,000 must be subject to a competitive bidding exercise through the issuance of a Request for Proposals (RFP).

The RFP must be issued to a sufficient number of potential suppliers known to provide the goods or services to ensure that a minimum of three qualifying proposals are received. For amounts of CHF 100,000 or above, the RFP must be advertised on the organisation's public website or using other public media.

When preparing the RFP great care must be taken to ensure that the specifications for the equipment or services are written in an objective manner so as not to favour a product or service of a particular supplier.

In addition to the specification of the goods or services sought, the RFP must also specify the evaluation criteria that will be applied in selecting the successful proposal. Where applicable, and as much as possible, the relative weights assigned to these criteria should also be specified. As a minimum, it should be indicated for each criterion whether it is considered to be of High, Medium, or Low importance.

In particular, the RFP must clarify where the balance between price and quality scores will be struck (e.g. 40% price, 60% quality).

Terms of response:

The RFP shall include the terms for response, to include the method (email, post, facsimile), the cut off time for acceptance and the period of validity of the offer. For procurements over CHF 50,000, the RFP must state that proposals are to be submitted with financial and qualitative responses in separate, sealed envelopes, which shall not be opened until after the deadline for receipt of proposals has passed. Where technically feasible, an alternative method of keeping bid information secret until after the deadline may be used.

Where the procurement process is not open to all (under CHF 100,000), the selection of suppliers to receive the RFP should be made in a way which ensures the integrity of the process and the confidence of all users, suppliers and other interested parties. The selection process should rely primarily on the professional judgement of the Purchaser<sup>1</sup>, but also on research conducted to identify potential suppliers to ensure that, to the extent possible, suppliers known to provide the required goods or services have an opportunity to compete.

The selection of potential suppliers shall be determined in accordance with rational economic criteria, such as the experience of the supplier in providing the required goods or service, the ability of the supplier to provide the goods or services within the required timelines, the reliability and technical capacity of the supplier.

## **Considerations when preparing Requests for Proposals**

### **1. Applicable to Goods and Services, excluding consultancy services**

#### Specifications

The specifications of the goods or services to be ordered will be described in as full a detail as possible, mindful of the requirement that they should not favour one supplier over another. The exact quantity of each line item should be specified.

Any special requirements that are an essential part of the procurement shall be included. These may include such things as spare parts, user manuals, packing and marking, foreign language, availability of service support, warranties, requirement for samples, etc.

Where it is not possible to set the exact specifications, alternatives may be considered. In such cases the RFP should include the clause "Alternatives to the requested specifications may be considered."

#### Quantities

The quantity required must be stated. Where the exact quantity required is not known in advance, an estimated quantity may be indicated with a provision that the Purchaser does not guarantee the

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<sup>1</sup> The term Purchaser refers to the person within the entity performing the procurement process

estimated quantity and reserves the right to increase or decrease the indicated quantity. For services, quantity may be replaced by frequency or other relevant measure.

#### Time and place of delivery

The RFP must provide prospective bidders with specific information on the required place and date of delivery of the goods or service.

### **2. Applicable to consultancy services only**

For consultancy services, the specifications and quantities, referred to in 1. above, are replaced by a Statement of Need and Terms of Reference.

#### Statement of Need

The Statement of Need must summarise the work to be performed, why it is necessary to perform the work and why it is necessary to engage a consultant to fulfil the work requirement.

#### Terms of reference

The terms of reference must be clear and provide sufficient information for identification of potential consultants.

Terms of Reference should include:

- the services to be provided by the consulting firm/organisation, including quality measures;
- the nature of the reports to be furnished and the dates when they must be completed;
- any other special material to be completed.

More detailed terms of reference may be elaborated later and included as part of the final contract.

The rights and obligations of the Purchaser and the consulting firm/organisation should be clearly stated, particularly in such areas as intellectual property

#### Duration and completion date

As the delivery of consultancy services is essential to successful programme implementation, it is essential that the Purchaser provides a realistic desired timeline and completion date.

### **3. Applicable to all RFPs**

#### Payment terms<sup>2</sup>

The Purchaser should include its standard payment terms in the RFP. In most countries standard payment terms are “within 30 days after receipt of goods/services and documents in good order.” Although this is the standard, it is recognised that there will be exceptions. Examples would be substantial discounts for early payment, partial payments for phased deliveries and partial prepayments when the supplier must purchase materials to complete the task, e.g., construction. The standard provisions for payment should be offered, with the provision that alternate payment

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<sup>2</sup> The procedure for advance payments is applicable to all purchase transactions regardless of value.

terms will be considered. The business norms of the country should also be considered when deciding on the payment terms.

### **Amending the RFP**

If it becomes desirable to modify the RFP in any way after it has been circulated to prospective bidders or invitees to submit proposals, an identical written amendment shall be sent to all parties who received the original solicitation.

### **Contacts with suppliers**

During the bidding or proposal process, it is permissible to clarify points in the RFP. However, any responses to questions related to the bid which are not addressed in the RFP but which are material to the process and which may alter bid submission must be provided to all suppliers to whom the RFP was addressed.

Absolute impartiality must be shown to all bidders or proposers receiving the RFP. Any additional information concerning any solicitation must be made available to every bidder or proposer.

### **Opening bids or proposals**

For procurements of CHF 100,000 or above, all received proposals must remain unopened until after the deadline for receipt of proposals. They must be opened with at least two people present and each page of each proposal initialled. A record must be kept of the suppliers' names and the names of the individuals present at the opening.

For procurements under CHF 100,000, all bids and proposals are to be received and opened by the requesting Purchaser or his/her delegate and are to be date stamped upon receipt. Bids may be received by email, post, courier, fax, or be hand delivered by the bidder.

Bids received after the announced bid closing time will not normally be considered in the bid evaluation process.

Unsolicited offers, i.e. offers received from suppliers who did not request the RFP and respond in accordance with the formal process, as a general rule will not be considered. However, if an unsolicited offer indicates a significant disparity in prices or suggests that the solicitation process was not adequately handled, the RFP will be reinitiated.

### Confidentiality

Costing data submitted in the suppliers' offers will be treated as confidential information and may not be released outside of the purchasing entity, or to those within the entity to those who do not need access to such information for the proper performance of their duties.

### Irregularities

Any unusual or questionable circumstances surrounding the proposal process will be reported to the IUCN programme unit responsible for the project.

## **Evaluation of bids or proposals**

The quotations, bids or proposals, received from suppliers in response to an RFP shall be evaluated in accordance with the evaluation criteria and weights specified in the RFP. No information other than that submitted by the suppliers and no evaluation criteria other than those previously specified may be used.

The evaluation shall be carried out by an Evaluation Panel of at least three members, who shall be appointed by the Approving Officer or their delegate. Qualitative criteria should be evaluated independently of pricing – either by carrying out the qualitative evaluation first, or by having a second, separate panel for the financial evaluation.

All formal bids and proposals will be tabulated on a Competitive Bid Analysis (CBA) worksheet for ease of comparison, which will be kept in the procurement file.

### **Considerations in the evaluation of bids**

#### Adherence to Specifications or Terms of Reference

The first consideration is to ensure that the goods or services offered meet IUCN requirements as defined in the RFP.

Only bids or proposals offering items with fundamental characteristics meeting or exceeding those in the solicitation shall be considered as acceptable.

#### Capability of supplier

The Purchaser should consider whether or not the supplier has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will ensure good faith performance.

#### Financial standing of supplier

If the supplier is known or suspected to be in financial difficulty, the supplier may be required to demonstrate their capability to perform, or to post a performance bond.

#### Environmental impact

The environmental impact of the goods or services offered should be evaluated together with the supplier's environmental policy.

#### Value for money

Goods and services should be procured at the best value. In the evaluation of bids or proposals, the overall value is the criterion for determining the lowest bid or proposal, and the specifications in the invitation or request for proposal should be formulated to permit such an evaluation.

#### Delivery Terms

When the delivery date is an important factor in awarding a contract, it should be so stated in the RFP. Offers not meeting a required delivery schedule may be rejected. If all bids or proposals are disqualified under this condition and if re-advertising is not feasible, it may be necessary to accept the best delivery terms.

#### Incomplete bids

Offers to provide goods or services that only partially meet requirements will not normally be considered unless the RFP provides for award in such a manner.

#### Payment Discounts

Payment discounts should be taken into consideration in evaluating total cost provided that the Finance Officer confirms that the time margin is sufficient to allow normal payment processes to take place.

#### Authorised costs exceeded

Whenever the cost of a contemplated purchase exceeds the estimated cost, or some other maximum amount fixed by IUCN, the latter should be informed and further instructions requested. The award should be withheld until a written authorisation amending the requisition has been received.

#### Errors and Omissions:

Errors in Price. IUCN is not responsible for errors in price made by a bidder. However, if the Purchaser has reason to believe that the offer of a bidder contains an error in price, he/she should, before completing the evaluation, request the bidder to verify the prices in question. If the bidder replies that the prices are correct as quoted, the evaluation may then be completed without further question. A note of the fact that a query was made, together with the reply, should appear in the file.

Failure of Bidder or Proposer to Furnish Data: Failure to furnish certain data with a bid or proposal, i.e., data which do not affect in any way price, quality, etc., even when required by the solicitation, will not require immediate rejection of the bid unless the bid so states. It is the responsibility of the Purchaser to request the missing data from the bidders. If the request is not fulfilled, the bid may be rejected.

Errors in Affixing Signature: All bids and proposals must be signed, and the typed or printed name of the individual signing should also appear. A doubtful signature, a missing signature or a signature evidently executed by someone other than the typed name, should be questioned. If the bid is not signed and there is no indication that signing was intended, the bid or proposal should be rejected.

Corrections or Alterations: Corrections or alterations in a bid or proposal must be initialled by the individual who signs the bid or proposal. If this stipulation has not been complied with, the bidder or proposer shall be requested to confirm each change in writing. Upon receipt of the confirmation, it shall be attached to and made a part of the offer. No correction or other alteration in the prices or terms of a bid or a proposal shall be permitted after the time of closing.

## **Awarding a contract**

Following completion of the CBA, the Purchaser shall make a recommendation for the award of the contract and provide a justification on the worksheet. In the event the lowest bidder or proposer is found unacceptable, then clear, concise and comprehensive justification must be provided in support of the recommendation.

For purchases over CHF 50,000, the CBA, together with the recommendation for the award of contract, will be sent to IUCN for endorsement. Under CHF 50,000, the same document must be submitted to the Approving Officer as specified in the grant recipient's own Delegation of Authority.

On receipt of the endorsement the Approving Officer will formally approve the award of contract to the selected supplier.

### **Communicating the decision**

Prior to making an award, no information with respect to probable acceptance or rejection of any offer may be made available to any person outside the purchasing entity other than to an official of IUCN. The reasons for any delay in making the award may be made known upon request, if the furnishing of that information is not prejudicial to the interests of the Purchaser or IUCN.

Once the decision to award a contract has been duly approved, all suppliers who submitted a Proposal by the stated deadline shall be informed in writing of that decision. The unsuccessful suppliers should be offered an opportunity to receive a de-briefing if desired.

The information supplied to them as part of a de-briefing should be limited to: (1) the name of the successful bidder, (2) the approximate price or prices at which the award was made, and (3) the basis of the with reference to the evaluation criteria stated in the RFP.

Any allegation of fraud or corruption made by a bidder should be reported directly to the IUCN Head of Oversight ([antifraudpolicy@iucn.org](mailto:antifraudpolicy@iucn.org)).