

# **Request for Bids**

## **Procurement of Goods and Related Services**

### **National Competitive Bidding (NCB)**

1<sup>st</sup> Edition

December 2020

## ***Sher-e-Kashmir***

***University of Agricultural Sciences and Technology of Jammu***

***Nodal Office, JKCIP, Block No.7, Main Campus, Chatha-Jammu (J&K)-180009***

## ***Request for Bids***

***for***

***Organizing of Ideathons and Bootcamps in  
Different Districts of Jammu Province, UT of  
Jammu and Kashmir***

**Ref No: AWPB-2026-27**

**Dated: 14.05.2026**

# Foreword

This bidding document has been prepared by Nodal Officer, JKCIP, SKUAST Jammu and is based on the standard procurement document for national competitive bidding issued by IFAD on [www.ifad.org/project-procurement](http://www.ifad.org/project-procurement). This bidding document is to be used for the procurement of goods and related services using the national competitive bidding method in accordance with the IFAD Project Procurement Guidelines and the IFAD Procurement Handbook for projects financed by IFAD.

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

## Section I. Invitation for Bids

Jammu, India

No: AUJ/AEABM/JKCIP/26-27/F-92(10)/790

Dated: 08-09-2026

### Re: Organizing of Ideathons and Bootcamps in Different Districts of Jammu Province, UT of Jammu and Kashmir

The Sher-e-Kashmir University of Agricultural Sciences and Technology of Jammu has received financing from the International Fund for Agricultural Development (IFAD) and intends to apply a part of the proceeds of the financing to this purchase. The use of any IFAD financing shall be subject to IFAD's approval, pursuant to the terms and conditions of the financing agreement, as well as IFAD's rules, policies and procedures. IFAD and its officials, agents and employees shall be held harmless from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any party in connection with Jammu and Kashmir Competitiveness Improvement in Agriculture and Allied Sectors Project (JKCIP).

1. The Jammu and Kashmir Competitiveness Improvement in Agriculture and Allied Sectors Project (JKCIP), SKUAST Jammu contributes to a sustained increase in the incomes of the rural households by improving the competitiveness and climate resilience of farming operations.
2. This invitation for bids (IFB) follows the general procurement notice that will be uploaded on Government-e-Marketing (GeM) portal on 09.09.2026.
3. The purchaser now invites sealed bids from eligible entities (bidders) for the provision of **Organizing of 7 (seven) No. Ideathons and Bootcamps in Different Districts of Jammu Province of UT of Jammu and Kashmir**. More details on these goods and related services are provided in the **Price Schedule for Goods and Services Offered from within the Purchaser's Country**. The purpose of organizing of Bootcamps is to make the college students aware of the objectives of the JKCIP Project and to encourage them to come up with new ideas for start-up business.
4. Bidding will be conducted using the **national competitive bidding (NCB)** method, the evaluation procedure for which is described in this bidding document, in accordance with the IFAD Procurement Handbook which is provided at [www.ifad.org/project-procurement](http://www.ifad.org/project-procurement). The NCB process, as described, will include a review and verification of qualifications and past performance, including a reference check, prior to the contract award.
5. Bidders interested shall log onto the GeM Portal for submission of their bids as per schedule mentioned therein. Bidding documents uploaded on the GeM portal can be downloaded by logging on to the GeM portal. Bids must be uploaded on the GeM portal as per scheduled date and time.
6. Bidders should be aware that the bids will be accepted on GeM portal only. Under any circumstance and will be returned unopened at the written request and cost of the bidder. All bids must be accompanied by a bid security or bid-securing declaration (as required) in the manner and amount specified in the bid data sheet.

Yours sincerely,

Sd/-

(Dr, Pawan Kumar Sharma)  
**Nodal officer, JKCIP**

Ist. Floor, Block No.7, SKUAST-J  
Main Campus, Chatha, Jammu J&K- 180009.  
**Tel: +919419192958, E-mail: jkcip@skuastj.org.**

## Section:II. -Instructions to Bidders

### A. Introduction

- 1. Scope of Bid**
  - 1.1 The purchaser has issued an invitation for bids on GeM portal for the procurement of goods and related services as specified in Section IV. Bid Form and Price Schedule. The name and identification number of the contract is specified in the bid data sheet (BDS).
  - 1.2 The purchaser of the purchaser's country **identified in the BDS**, is not bound to accept any bid, and reserves the right to cancel the procurement at any time prior to contract award, without thereby incurring any liability to any bidder.
  - 1.3 **The contract award will be completed within 6 (weeks) from the date of issue of the award.**
- 2. Source of Funds**
  - 2.1 The borrower or recipient (hereinafter called "the borrower") **specified in the BDS** has received a financing from the International Fund for Agricultural Development ("the Fund") and intends to apply a portion of the proceeds of this loan/grant to eligible payments under this contract. Payment by IFAD will be made only at the request of borrower and upon approval by IFAD, and will be subject, in all respects, to the terms and conditions of the financing agreement. The financing agreement prohibits withdrawal from the loan and/or grant account for the purpose of any payment to persons or entities, or any payment prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.
- 3. Prohibited Practices**
  - 3.1 The Fund requires that all beneficiaries of IFAD funding, including the purchaser and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel observe the highest standards of ethics during the procurement and execution of such contracts, and comply with IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations, revised on 12 December 2018.
  - 3.2 For the purposes of these provisions, and consistent with IFAD's Anticorruption Policy, the terms set forth below are defined as follows, and sometimes referred to collectively as "prohibited practices":
    - a) "*corrupt practice*" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
    - b) "*fraudulent practice*" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or

attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;

- c) “*collusive practice*” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- d) “*coercive practice*” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;
- e) “*obstructive practice*” is (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund’s contractual rights of audit, inspection and access to information.

3.3 The Fund will deny approval of a proposed contract award if it determines that the firm or individual recommended for award, or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices in connection with an IFAD-financed and/or IFAD-managed activity or operation, including in competing for the contract.

3.4 In accordance with IFAD’s Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. This may include ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund.<sup>1</sup> The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.

---

<sup>1</sup> For the avoidance of doubt, a sanctioned party’s ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

3.5 In addition, the Fund has the right to, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that prohibited practices occurred in connection with this procurement process or contract and that the borrower/recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

3.6 Bidders, suppliers, consultants, contractors, and their sub-contractors, sub-consultants, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises, records and documents audited and/or inspected<sup>2</sup> by auditors and/or investigators appointed by the Fund.

3.7 The bidder is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.

3.8 The bidder shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after notification of completion of the process or, in case the bidder is awarded the contract, execution of the contract.

---

<sup>2</sup> Inspections include all fact-finding activities deemed relevant by the Fund to address allegations or other indications of possible prohibited practices. Such fact-finding activities may include, but are not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data or information (whether in hard copy or electronic format) deemed relevant for the investigation or audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verifications of information. It is the responsibility of the firm or individual under inspection to ensure effective compliance with their duty to cooperate vis-à-vis any potential local laws or regulations or other potentially conflicting obligations.

#### **4. Sexual Harassment, Sexual Exploitation and Abuse**

4.1 The Fund requires that all beneficiaries of IFAD Funding, including the purchaser and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel comply with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. For the purpose of this provision, and consistent with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse as it may be amended from time to time, the terms set forth below are defined as follows:

- a) Sexual harassment means "any unwelcome sexual advance, request for sexual favour or other verbal, non-verbal or physical conduct of a sexual nature that unreasonably interferes with work, alters or is made a condition of employment, or creates an intimidating, hostile or offensive work environment.
- b) Sexual exploitation and abuse means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of others (sexual exploitation); the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions (sexual abuse).

4.2 Purchasers, suppliers and bidders shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract. Purchasers, suppliers and bidders shall immediately report to the purchaser or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The purchaser may take appropriate measures, including the termination of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.

4.3 The bidder or supplier is required to disclose any relevant prior sanctions, convictions, disciplinary measures or criminal records.

#### **5. Money laundering and Terrorist Financing**

5.1 The Fund requires that all beneficiaries of IFAD funding or funds administered by IFAD, including the purchaser, any bidders, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing consistent with IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.

**6. SECAP Performance Standards** 6.1 The resulting contract will be implemented in a manner consistent with IFAD's Social, Environmental and Climate Assessment Procedures (SECAP), available on <https://www.ifad.org/en/secap>.

**7. Eligible Bidders and Conflict of Interest** 7.1 This invitation for bids is open to all suppliers from eligible source countries except as provided hereinafter.

7.2 Any eligible entity may bid independently or in a joint venture (JV). In the case where a bidder is or proposes to be a JV

a) all members shall be jointly and severally liable for the execution of the contract; and

**Conflict of Interest**

b) the JV shall nominate a representative who will have the authority to conduct all business for and on behalf of any and all the members of the JV.

7.3 A bidder shall not have any actual, potential or reasonably perceived conflict of interest. A bidder shall declare in the bid submission form any actual, potential or reasonably perceived interest, regardless of its nature, that affects, may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract. A bidder with an actual, potential or reasonably perceived conflict of interest shall be disqualified, unless otherwise explicitly approved by the Fund. The purchaser requires that the bidder and the supplier hold the project's interests as paramount at all times, strictly avoiding any actual, potential or reasonably perceived conflicts of interest, including actual, potential or reasonably perceived conflicts with other assignments or their own personal and/or corporate interests, and act without any consideration for any other ongoing or future work. Without limitation on the generality of the foregoing, a bidder or supplier, including all parties constituting the bidder or supplier and their respective personnel and affiliates, as well as any subcontractors for any part of the contract, including related services, and their respective personnel and affiliates, may be considered to have an actual, potential or reasonably perceived conflict of interest and disqualified or terminated if they:

a) have, may have or might reasonably appear to have at least one controlling partner in common with one or more other parties in the process contemplated by this bidding document or the execution of the contract; or

b) have, may have or might reasonably appear to have the same legal representative as another bidder for purposes of this bid or execution of the contract; or

c) have, may have or might reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed

information about or influence over the bid process and the execution of the contract, or influence the decisions of the purchaser regarding the selection process for this procurement or during the execution of the contract; or

- d) participate, may participate or might reasonably appear to participate in more than one bid in this process; participation by a bidder in more than one bid shall result in the disqualification of all bids in which the party is involved; however, this provision does not limit the inclusion of the same subcontractor in more than one bid; or
- e) are themselves, may be or might reasonably appear to be, or have, may have or might reasonably appear to have a business or family relationship with, a member of the purchaser's board of directors or its personnel, the Fund or its personnel, or any other individual was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of this bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably-perceived conflict stemming from this relationship has been explicitly authorized by the Fund.

7.4 A bidder that has been engaged by the purchaser to provide goods, works or services for a project, its personnel and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a bidder hired to provide consulting services for the preparation or implementation of a project, its personnel and any of its affiliates, shall be disqualified from subsequently providing goods, works or non-consulting services resulting from or directly related to such consulting services for such preparation or implementation.

7.5 A bidder and the supplier shall have an obligation to disclose any situation of actual, potential or perceived conflict of interest that impacts, may impact, or might reasonably appear to be perceived by others to impact, their capacity to serve the best interest of the purchaser. Failure to properly disclose any of said situations may lead to appropriate actions, including the disqualification of the bidder, the termination of the Contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations.

7.6 A bidder or supplier, all parties constituting the bidder or supplier, and any subcontractors for any part of the Contract, including related services, and their respective personnel and affiliates, will not be any person or entity under a declaration of ineligibility by the Fund for having engaged in prohibited practices as contemplated by ITB clause 3 above. The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members of the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.

7.7 A bidder or supplier, all parties constituting the bidder or supplier, and any subcontractors for any part of the contract, including related services, and their respective personnel and affiliates not otherwise made ineligible for a reason described in this ITB Clause 7 will nonetheless be excluded if:

- a) as a matter of law or official regulation, the Government prohibits commercial relations with the country of the bidder or Supplier (including any Associates, Subcontractors and any respective affiliates) provided that the Fund is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or 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 Government prohibits the issuance of a payment.

**8. Eligible Goods and Services** 8.1 All goods and related services to be supplied under the contract shall have their origin in eligible sources.

**9. Cost of Bidding** 9.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **B. The bidding documents**

**10. Content of Bidding Documents** 10.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the invitation for bids, the bidding documents include:

- a) instructions to bidders (ITB)
- b) bid data sheet (BDS)
- c) schedule of requirements
- d) bidding forms
- e) technical specifications
- f) general conditions of contract (GCC)
- g) contract forms

10.2 The bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to provide all information required by the bidding documents or to submit a bid that is not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

- 11. Clarification of Bidding Documents** 11.1 A prospective bidder requiring any clarification of this bidding document shall contact the purchaser in writing, by email or fax at the purchaser's address **indicated in the BDS**. The purchaser will respond to any request for clarification, provided that such a request is received no later than three days before the last date of bid submission.
- 12. Amendment of Bidding Documents** 12.1 At any time prior to the deadline for submission of bids, the purchaser may amend this bidding document by issuing addenda.
- 12.2 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the purchaser may extend the deadline for the submission of bids at its sole discretion.

### C. Preparation and submission of bids

- 13. Language of Bid** 13.1 The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be written in the language specified **in the BDS**. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the bid, the translation shall govern.
- 14. Documents Constituting the Bid** 14.1 The bid prepared by the bidder shall comprise the following components:
- a) a bid form and a price schedule completed in accordance with ITB clauses 16.5.
  - b) documentary evidence established in accordance with ITB clause 18 that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - c) documentary evidence established in accordance with ITB clause 18 that the goods and ancillary services to be supplied by the bidder are eligible goods and services and conform to the bidding documents; and
  - d) bid security or bid-securing declaration furnished in accordance with ITB clause 20.
- 15. Bid Form** 15.1 The bidder shall complete, sign and stamp the bid form and the appropriate price schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.
- 16. Bid Prices** 16.1 The bidder shall indicate on the appropriate total bid price of the goods and services, it proposes to supply under the contract.

|                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>17.Currencies of Bid</b>                                                             | 17.1 The currency(ies) of the bid shall be specified <b>in the BDS</b> . For evaluation and comparison purposes, the currency of the bids shall be INR.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>18.Documents Establishing Bidder's Eligibility and Qualification</b>                 | <p>18.1 Pursuant to ITB clause 18, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.</p> <p>18.2 The documentary evidence of the bidder's eligibility to bid shall establish to the purchaser's satisfaction that the bidder, at the time of submission of its bid, is from an eligible country as defined <b>in the BDS</b>.</p> <p>18.3 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted shall be established to the purchaser's satisfaction:</p> <ul style="list-style-type: none"> <li>a) that, in the case of a bidder offering to supply goods and services under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the goods' manufacturer or producer to supply the goods in the purchaser's country unless otherwise specified <b>in the BDS</b>;</li> <li>b) that the bidder has the financial, technical, and production /after sales service capability necessary to perform the contract as stipulated in the <b>BDS</b>;</li> <li>c) that the bidder meets the qualification criteria listed <b>in the BDS</b>.</li> </ul> |
| <b>19.Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</b> | <p>19.1 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <ul style="list-style-type: none"> <li>a) an item-by-item commentary on the purchaser's technical specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the technical specifications.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>20.Bid Security</b>                                                                  | <p>20.1 The bidder shall furnish, as part of its bid, either a bid security or a bid-securing declaration, as specified <b>in the BDS</b>.</p> <p>20.2 If a bid security is required, it shall be in the amount and currency specified <b>in the BDS</b>, and shall be in one of the following forms:</p> <ul style="list-style-type: none"> <li>a) In the shape of CDR/ FDR pledged in favour of the Comptroller, SKUAST Jammu and valid for thirty (30) days beyond the validity of the bid.</li> </ul> <p>20.3 Any bid not secured in accordance with this ITB clause 20 will be rejected by the purchaser as non-responsive.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

20.4 Upon receipt of the signed contract agreement and a valid performance security, the purchaser shall return the bid securities of unsuccessful bidders.

20.5 The successful bidder's bid security will be discharged upon the bidder signing the contract and furnishing the performance security equivalent to 5% of the contract value.

20.6 The bid security may be forfeited:

- a) if a bidder:
  - (i) withdraws its bid during the period of bid validity specified by the bidder on the bid form, or
- b) in the case of a successful bidder, if the bidder fails:
  - (i) to sign the contract; or
  - (ii) to furnish performance security.

## **21. Bid Validity**

21.1 Bids shall remain valid for the period specified **in the BDS** after the date of bid submission prescribed by the purchaser, pursuant to ITB clause 21. A bid valid for a shorter period shall be rejected by the purchaser as non-responsive.

21.2 In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

## **22. Format and Signing of Bid**

22.1 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

22.2 The bidder shall furnish information as described in the form or bid on commissions or gratuities, if any, paid or to be paid to agents relating to this bid, and to contract execution if the bidder is awarded the contract.

## **D. Submission of bids**

### **23. Sealing and Marking of Bids**

23.1 The bidder shall upload the bid on the Government-e-Marketing (GeM) portal as per scheduled date and time.

### **24. Deadline for Submission of Bids**

24.1 Bids must be uploaded on GeM portal by the time and date specified in the **BDS**.

## **E. Opening and evaluation of bids**

- 25. Opening of Bids by the Purchaser** 25.1 The purchaser will open all bids on the GeM portal subject to healthy competition.
- 26. Clarification of Bids** 26.1 During evaluation of the bids, the purchaser may, at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 27. Preliminary Examination** 27.1 The purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 27.2 The purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
- 27.3 Prior to the detailed evaluation, pursuant to ITB clause 28, the purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one that conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning bid security (ITB clause 20), applicable law (GCC clause 34), and taxes and duties (GCC clause 36), will be deemed to be a material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 27.4 If a bid is not substantially responsive, it will be rejected by the purchaser and may not subsequently be made responsive by the bidder by correction of the nonconformity.
- 28. Evaluation and Comparison of Bids** 28.1 The purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB clause 28.
- 28.2 The purchaser shall then apply the bid evaluation criteria, if any, as indicated in the BDS and thereafter compare the evaluated prices of all substantially responsive bids.
- 29. Abnormally Low Bids** 29.1 An abnormally low bid is one where the bid price, in combination with other constituent elements of the bid, appears unreasonably low to the extent that the bid price raises material concerns with the purchaser as to the capability of the bidder to perform the contract for the offered bid price.

29.2 In the event of identification of a potentially abnormally low bid, the purchaser shall seek written clarification from the bidder, including a detailed price analysis of its bid price in relation to the subject matter of the contract, scope, delivery schedule, allocation of risks and responsibilities and any other requirements of the bidding document.

29.3 After evaluation of the price analysis, in the event that the purchaser determines that the bidder has failed to demonstrate its capability to perform the contract for the offered bid price, the purchaser shall reject the bid.

**30. Contacting the Purchaser**

30.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the purchaser on any matter related to the bid, it should do so in writing.

30.2 Any effort by a bidder to influence the purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the bid.

**F. Award of contract**

**31. Post-Qualification**

31.1 In the absence of pre-qualification, the purchaser will determine to its satisfaction whether the bidder that is selected as having submitted the lowest priced responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB clause 18.3.

31.2 The determination will take into account the bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to ITB clause 18.3, as well as such other information as the purchaser deems necessary and appropriate.

31.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event the purchaser will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.

**32. Award Criteria**

32.1 The purchaser shall award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined to be the bid offering the best value for money as per the stipulated bid evaluation criteria, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

- 33. Purchaser's Right to Vary Quantities at Time of Award** 33.1 The purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated **in the BDS**, the quantity of goods and related services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.
- 34. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids** 34.1 The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
- 35. Notice of Intention to Award** 35.1 Prior to the expiration of the period of bid validity, the purchaser shall send the notice of intent to award to the successful bidder. the notice of intent to award shall include a statement that the purchaser shall issue formal notification of award and a draft contract agreement after expiration of the period for filing a bid protest by unsuccessful bidders and the resolution of any bid protests and or appeals that are submitted thereof. Delivery of the notice of intent to award **shall not constitute the formation of a contract** between the purchaser and the successful bidder and no legal or equitable rights shall be created through the delivery of the notice of intent to award.
- 35.2 At the same time when it issues the notice of intent to award, the purchaser shall also notify, in writing, all other bidders of the results of the bidding. The purchaser shall promptly respond in writing to any unsuccessful bidder who, after receiving notification of the bid evaluation results, makes a written request for a debriefing, or submits a formal protest as provided in the IFAD Procurement Handbook.
- 36. Bid Protests** 36.1 Bidders may protest the results of a procurement only in accordance with the rules and within the time periods established in the module M of the IFAD Procurement Handbook. In case the time periods/deadlines for submitting a protest under the borrower's national procurement system differ from those stipulated in the IFAD Procurement Handbook, the borrower's regulation shall apply.
- 37. Notification of Award** 37.1 Upon expiration of the period for timely filing and the resolution of any bid protests (and appeals, as applicable) and prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing by registered letter that its bid has been accepted through a notification of award letter.
- 37.2 Until a formal contract is prepared and executed, the notification of award shall constitute a binding contract.
- 37.3 Upon the successful bidder's furnishing of the performance security, the purchaser will promptly notify the name of the winning

bidder to each unsuccessful bidder and will discharge its bid security, pursuant to ITB clause 20.

**38. Signing of Contract**

38.1 At the same time as the purchaser notifies the successful bidder that its bid has been accepted, the purchaser will send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties.

38.2 Within fourteen (14) days of receipt of the contract form, the successful bidder shall sign and date the contract and return it to the purchaser.

**39. Performance Security**

39.1 Within fourteen (14) days of the receipt of notification of award from the purchaser, the successful bidder shall furnish the performance security equivalent to 5% of the contract value in accordance with the conditions of contract, as per the performance security form provided in the bidding documents, or in another form acceptable to the purchaser. Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the purchaser may make the award to the next lowest evaluated bidder or call for new bids after getting IFAD's no objection whenever applicable.

### Section III. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the instructions to bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| Introduction                       |                                                                                                                                                                                                                                            |
|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITB clause 1.1                     | Name of purchaser/procuring entity: Nodal Officer, JKCIP, SKUAST Jammu                                                                                                                                                                     |
| ITB clause 1.1                     | The procurement number is: <b>AUJ/AEABM/JKCIP/26-27/F-92(10)/790</b> [                                                                                                                                                                     |
| ITB clause 1.1                     | Procurement description: Organizing of 7 Nos. Ideathons and Bootcamps in different districts of Jammu Province of UT of J&K. <u>The contract awarded shall be completed within 6 (six) weeks from the issue of award of contract.</u>      |
| ITB clause 1.2                     | Purchaser country: India                                                                                                                                                                                                                   |
| ITB clause 2.1                     | The borrower is: Nodal Officer, JKCIP, SKUAST Jammu<br>Total amount of financing: Rs.14.00 lakhs<br>The name of the project is: JKCIP, SKUAST Jammu.                                                                                       |
| The bidding documents              |                                                                                                                                                                                                                                            |
| ITB clause 11.1                    | The purchaser's address is: Block No.7, 1st Floor, SKUAST-J, Main Campus, Chatha, Jammu, J&K-180009.<br>The purchaser shall respond to all requests for clarifications received by three days before the last date for submission of bids. |
| ITB clause 11.2                    | A pre-bid conference will not be held.                                                                                                                                                                                                     |
| Preparation and submission of bids |                                                                                                                                                                                                                                            |
| ITB clause 13.1                    | The bid must be submitted in the following language:English                                                                                                                                                                                |
| ITB clause 16.5                    | The prices quoted by the bidder shall be lumpsum for one Bootcamp and also total for 7 No. Bootcamps                                                                                                                                       |
| ITB clause 17.1                    | The currency of the bid shall be as follows: INR<br>The currency(ies) of the payment shall be as follows: INR<br>The currency that shall be used for bid evaluation and comparison is: INR.<br>The basis for conversion shall be: NA       |
| ITB clause 18.2                    | At the present time firms, goods and services from the following countries are excluded from this bidding process: NA                                                                                                                      |
| ITB clause 18.3 (a)                | A manufacturer's authorization not required.                                                                                                                                                                                               |

|                        |                                                                                                                                                                                                                                                                                                                                                          |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ITB clause 18.3 (b)    | The required documentary evidence to be submitted by the bidder to confirm its qualifications to perform the contract is as follows<br><i>i. Minimum level of experience in similar business: 3 years.</i><br><i>ii. GST Certificate and</i><br><i>iii. PAN Card.</i>                                                                                    |
| ITB clause 18.3 (d)    | Other required documentary evidence to be submitted by the bidder to confirm its qualifications to perform the contract is as follows:<br>i. Business registration certificates;                                                                                                                                                                         |
| ITB clause 19.1 (b)    | NA                                                                                                                                                                                                                                                                                                                                                       |
| ITB clause 20.1 & 20.2 | A bid-securing declaration is not required to be submitted with a bid.<br><br>A bid security is required to be submitted with a bid.<br>The amount of bid security shall be not less than Rs.28000/- (Rupees twenty eight thousands only) in the shape of CDR/FDR pledged in favour of the Comptroller, SKUAST Jammu.                                    |
| ITB clause 21.1        | The period of bid validity shall be 90 days days after the date for submission of bids.                                                                                                                                                                                                                                                                  |
| ITB clause 22.1        | In addition to the original of the bid, the number of copies required: NA.                                                                                                                                                                                                                                                                               |
| ITB clause 23.1 (b)    | The address for submission of bids is: <i>On GeM portal</i>                                                                                                                                                                                                                                                                                              |
| ITB clause 23.2 (c)    | Invitation for bids title and procurement number: _____                                                                                                                                                                                                                                                                                                  |
| ITB clause 24.1        | Deadline for submission of bids is __ hours on _____ (date).                                                                                                                                                                                                                                                                                             |
| ITB clause 25.1        | The opening of bids shall take place online on GeM portal.                                                                                                                                                                                                                                                                                               |
| ITB clause 28.2        | Evaluation will be based upon: As advertised.<br>and:<br>Bids will be evaluated for each item and the contract will comprise the item(s) awarded to the successful bidder.<br><br>The bid evaluation will be in accordance with <b>best value for money bid evaluation criteria</b> :<br>The award criteria shall be based on the Lowest Evaluated Cost. |
| <b>Contract award</b>  |                                                                                                                                                                                                                                                                                                                                                          |
| ITB clause 33.1        | The percentage for quantity may increase or decrease upto 25% percent.                                                                                                                                                                                                                                                                                   |

## Section IV. Bidding Forms

### 1. Bid Form and Price Schedule

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

Procurement no: \_\_\_\_\_

We, the undersigned, declare that:

1. We have examined and have no reservations to the bidding document, including addenda thereto issued in accordance with the instructions to bidders.
2. We offer to supply in conformity with the bidding document and in accordance with the delivery schedules specified in Section V. Schedule of Requirements referenced above.
3. The total price of our bid, excluding any discounts offered in paragraph 4 below is: *[insert the total bid price in words and figures, including the various amounts and respective currencies].*
4. The discounts offered and the methodology for their application are:
  - Discounts: If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the schedule of requirements to which it applies.]*
  - Methodology of application of the discounts: The discounts shall be applied using the following: *[Specify in detail the method that shall be used to apply the discount in the case when the procurement is subdivided into lots.]*
5. Our bid shall be valid from the date fixed for the bid submission deadline in accordance with ITB sub-clause 24.1 through the period of time established in accordance with ITB sub-clause 21.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. If our bid is accepted, we commit to obtain a performance security in accordance with GCC clause 10. and as described in ITB clause 39 for the due performance of the contract.
7. We, including any subcontractors or sub-suppliers for any part of the contract, have nationalities from eligible countries *[Insert the nationality of the bidder, including that of all parties that comprise the bidder, if the bidder is a joint venture, and the nationality of each subcontractor and supplier].*
8. Our firm, its associates, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Fund and have not been subject to sanctions or debarments under the laws or official regulations of the purchaser's country or not been subject to a debarment recognized under the Agreement for Mutual Enforcement of Debarment

Decisions (the "Cross-Debarment Agreement")<sup>3</sup> in accordance with ITB clause 4, beyond those declared in paragraph 13 of this bid submission form.

9. We acknowledge and accept the IFAD Revised Policy on Preventing Fraud and Corruption in its Activities and Operations. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any prohibited practices as provided in ITB clause 3. Further, we acknowledge and understand our obligation to report to [anticorruption@ifad.org](mailto:anticorruption@ifad.org) any allegation of prohibited practice that comes to our attention during the selection process or the contract execution. As part of this, we certify that:
- (a) The prices in this bid have been arrived at independently, without any consultation, communication, or agreement with any other party, including another bidder or competitor, or for the purpose of restricting competition, relating to:
    - (i) those prices;
    - (ii) the intention to submit an offer; or
    - (iii) the methods or factors used to calculate the prices offered.
  - (b) The prices in this bid have not been and will not be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening unless otherwise explicitly required by law; and
  - (c) No attempt has been made or will be made by us to induce any other bidder to submit or not to submit an offer for the purpose of restricting competition.
10. We acknowledge and accept the IFAD Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. We certify that neither our firm nor any person acting for us or on our behalf has engaged in any sexual harassment, sexual exploitation or abuse, as provided in ITB Clause 4. Further, we acknowledge and understand our obligation to report to [ethicsoffice@ifad.org](mailto:ethicsoffice@ifad.org) any allegation of sexual harassment, sexual exploitation and abuse that comes to our attention during the selection process or the contract execution.
11. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bid process: *[Insert complete name of each recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

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

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

12. We declare that neither the bidder nor any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have any actual, potential or perceived conflict of interest as defined in ITB Clause 7.3 regarding this bid process or the execution of the contract. *[Insert if needed: "other than the following:" and*

<sup>3</sup> The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.

*provide a detailed account of the actual, potential or perceived conflict*]. We understand that we have an ongoing disclosure obligation on such actual, potential or perceived conflicts of interest and shall promptly inform the purchaser and the Fund, should any such actual, potential or perceived conflicts of interest arise at any stage of the procurement process or contract execution.

13. The following criminal convictions, administrative sanctions (including debarments) and/or temporary suspensions have been imposed on the bidder and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

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

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

14. We acknowledge and understand that we shall promptly inform the purchaser about any material change regarding the information provided in this bid form.
15. We further understand that the failure to properly disclose any of information in connection with this bid form may lead to appropriate actions, including our disqualification as bidders, the termination of the contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations.
16. We understand that this bid, together with your written acceptance thereof included in your Notification of Award, shall only constitute a binding contract between the firm and the purchaser subject to the preparation and execution of the appropriate contract.
17. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
18. We further certify to have read, understood and agreed to be bound by the Privacy Policy of IFAD (accessible at <https://www.ifad.org/en/privacy>).

Signed:

*[Print name]*

In the capacity of:

Duly authorized to sign on behalf of:

**Requirement and Price Schedule for Goods & Services Offered from within the Purchaser's Country**

Name of bidder\_\_\_\_\_. Procurement No.\_\_\_\_\_. Page \_ of\_\_.

**Supply of Materials & Event Management Services for 7 (seven) Bootcamps of 2-Days each across 7 Districts of Jammu Province of UT of J&K**

**Key Event Parameters:**

- Target Districts (07 Locations): **Jammu, Kathua, Samba, Udhampur, Reasi, Ramban, and Doda**
- Event Duration: 02 Days per District (Total 14 Event Days / 07 Events)
- Standard Batch Size: 60 Participants per District Bootcamp
- Total Audience Covered: 420 Participants across all 7 districts

**Bill of Quantities (BOQ) & Technical Specifications**

| S. No. | Particulars / Description    | Technical Specifications                                                                                                         | Qty per Event (2 Days)          | Price quote per Event (2 days)                                           | Total Qty (07 Events)                    | Total Price quote for 7 Event                                                           |
|--------|------------------------------|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------------------------------------------|------------------------------------------|-----------------------------------------------------------------------------------------|
| 1      | Participant Bags             | High-density synthetic polyester fabric (min. 200–230 GSM), inner waterproof PVC coating, approx. 18" x 12" x 6" (~20L capacity) | 60 Nos.                         | Lumpsum Price Quote for One Event<br><br>Rs. _____<br><br>(Rupees _____) | 420 Nos.                                 | Total Lumpsum Price Q Quote for 7 (seven) Events<br><br>Rs. _____<br><br>(Rupees _____) |
| 2      | Certificates                 | A4 size, premium multi-color printing on heavy cardstock / art paper                                                             | 60 Nos.                         |                                                                          | 420 Nos.                                 |                                                                                         |
| 3      | Writing Pens                 | Blue gel point pen (standard quality branded)                                                                                    | 60 Nos.                         |                                                                          | 420 Nos.                                 |                                                                                         |
| 4      | Notepads                     | Spiral binding, 50 inner pages (72 GSM ruled paper), 150 GSM glazed printed cover both sides, size 9"x6"                         | 60 Nos.                         |                                                                          | 420 Nos.                                 |                                                                                         |
| 5      | Flyers / Handouts/ Pumphlets | A4 size, full-color printed on glossy paper                                                                                      | 60 Nos.                         |                                                                          | 420 Nos.                                 |                                                                                         |
| 6      | Flex Banner                  | Size: 3 ft x 6 ft, high-quality full-color flex printing                                                                         | 1 No.                           |                                                                          | 7 Nos.                                   |                                                                                         |
| 7      | Standee                      | Size: 3 ft x 6 ft, roll-up standee with full-color printing and aluminum frame                                                   | 1 No.                           |                                                                          | 7 Nos.                                   |                                                                                         |
| 8      | Badges / ID Cards            | Paper-based, size 3.5" x 3", with neck lanyard and plastic sleeve/clip                                                           | 60 Nos.                         |                                                                          | 420 Nos.                                 |                                                                                         |
| 9      | Bouquet                      | Medium size arrangement with fresh natural flowers                                                                               | 2 Nos.                          |                                                                          | 14 Nos.                                  |                                                                                         |
| 10     | Memento / Trophy (Big)       | Size: 12 inches height, customized logo & event printing                                                                         | 3 Nos.                          |                                                                          | 21 Nos.                                  |                                                                                         |
| 11     | Memento / Trophy (Small)     | Size: 8 inches height, customized logo & event printing                                                                          | 6 Nos.                          |                                                                          | 42 Nos.                                  |                                                                                         |
| 12     | Refreshments (Tea & Snacks)  | Tea/Coffee served with light snacks (Biscuits etc.) — 2 times/day for 2 days                                                     | 60 Persons x 2 Days (120 pax)   |                                                                          | 840 Man-Days total                       |                                                                                         |
| 13     | Refreshment (Lunch)          | Standard Veg Buffet Lunch (Dal, Rice, Sabzi, Roti, Salad & Sweets) — 1 time/day for 2 days                                       | 60 Persons x 2 Days (120 pax)   |                                                                          | 840 Man-Days total                       |                                                                                         |
| 14     | Transport (Taxi)             | Sedan vehicle (e.g., Dzire/Etios) for 3–4 resource persons (To and Fro, full-day availability for 2 days)                        | 1 Vehicle x 2 Days (2 Veh-Days) |                                                                          | 14 Vehicle-Days total (7 Sedan Vehicles) |                                                                                         |

## 2. Bid Security Form

Whereas *[name of the bidder]* (hereinafter called “the Bidder”) has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound unto *[name of purchaser]* (hereinafter called “the Purchaser”) in the sum of *[amount]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the common seal of the said bank this day of

\_\_\_\_\_20\_\_\_\_.

The conditions of this obligation are:

1. If the Bidder

- (a) withdraws its Bid during the period of bid validity specified by the Bidder on the bid form; or
- (b) does not accept the correction of errors in accordance with the instructions to bidders; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:

- (a) fails or refuses to execute the contract form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the instructions to bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. **This guarantee is enforceable and executable in the Purchaser’s country.**

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

---

*[signature of the bank]*

## Section VII. Contract

### Contract Agreement

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name of purchaser]* of the purchaser's country (hereinafter called "the purchaser") of the one part and *[name of supplier]* of *[city and country of supplier]* (hereinafter called "the supplier") of the other part:

WHEREAS the purchaser invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the contract price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.:
  - (a) the purchaser's notification of award.
  - (b) the bid form;
  - (c) the general conditions of contract (GCC)
  - (d) the self-certification form
  - (e) the specification (including schedule of requirements and technical specifications) including price schedules.
  - (f) any other document listed in GCC as forming part of the contract
3. In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.
4. The purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the purchaser)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the supplier)

## Section VII (A). General Conditions of Contract

### General Conditions of Contract

**1. Definitions** 1.1 In this contract, the following terms shall be interpreted as indicated:

- a) "Fund" means the International Fund for Agricultural Development.
- b) "The contract" means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- c) "The contract price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations.
- d) "The goods" means all of the equipment, machinery, commodities and/or other materials which the supplier is required to supply to the purchaser under the contract.
- e) "The services" means those services ancillary to the supply of the goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the supplier covered under the contract.
- f) "GCC" means the General Conditions of Contract contained in this section.
- g) "SCC" means the Special Conditions of Contract.
- h) "The purchaser" means the entity purchasing the goods, as named in the SCC.
- i) "The purchaser's country" is the purchaser's country.
- j) "The supplier" means the individual or firm supplying the goods and services under this contract and named in SCC.
- k) "The Project Site", where applicable, means the place or places named in the SCC.
- l) "Day" means calendar day.

**2. Application** 2.1 These GCC shall apply to the extent that they are not superseded by provisions of other parts of the contract.

### **3. Country of Origin**

3.1 All goods and services supplied under the contract shall have their origin in eligible countries and territories, as further elaborated in the SCC.

3.2 For purposes of this clause, “origin” means the place where the goods were mined, grown, or produced, or from which the services are supplied. goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of goods and services is distinct from the nationality of the supplier.

### **4. Prohibited Practices**

4.1 The Fund requires that all beneficiaries of IFAD funding, including the purchaser and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel observe the highest standards of ethics during the procurement and execution of such contracts, and comply with IFAD’s Policy on Preventing Fraud and Corruption in its Activities and Operations, revised on 12 December 2018 and attached as Section VIII of this document (EB 2018/125/R.6, hereinafter “IFAD’s Anti-Corruption Policy”).

4.2 For the purposes of these provisions, and consistent with IFAD’s Anticorruption Policy, the terms set forth below are defined as follows, and sometimes referred to collectively as “Prohibited Practices”:

- a) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
- b) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
- c) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- d) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of any party, to improperly influence the actions of that or another party;
- e) “obstructive practice” is (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by the Fund or making false statements to investigators in order to materially impede an investigation by the Fund; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of

matters relevant to an investigation by the Fund or from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the Fund's contractual rights of audit, inspection and access to information.

4.3 The Fund will deny approval of a proposed contract award if it determines that the firm or individual recommended for award, or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers and/or any of their personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices in connection with an IFAD-financed and/or IFAD-managed activity or operation, including in competing for the contract.

4.4 In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, either indefinitely or for a stated period of time, to participate in any IFAD-financed and/or IFAD-managed activity or operation. This may include ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund. (iv) The Fund also has the right to unilaterally recognize debarments by any of the International Financial Institutions that are members to the Agreement for Mutual Enforcement of Debarment Decisions if such debarments meet the requirements for mutual recognition under the Agreement for Mutual Enforcement of Debarment Decisions.

4.5 In addition, the Fund has the right to, at any time, declare a misprocurement and/or the ineligibility of any expenditures associated with a procurement process or contract if it determines that prohibited practices occurred in connection with this procurement process or contract and that the borrower/recipient has not taken timely and appropriate action, satisfactory to the Fund, to address such practices when they occur.

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

4.7 Bidders, suppliers, consultants, contractors, and their sub-contractors, sub-consultants, service providers, suppliers, agents and personnel, are required to fully cooperate with any investigation conducted by the Fund into possible prohibited practices, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant IFAD-financed and/or IFAD-managed operation or activity and to have such accounts, premises,

records and documents audited and/or inspected<sup>4</sup> by auditors and/or investigators appointed by the Fund.

4.8 The supplier is obliged to disclose relevant prior sanctions and criminal convictions and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.

4.9 If the Fund determines that the supplier, or any of its sub-contractors, sub-consultants, suppliers, personnel or any agent or affiliate of any of them has, directly or indirectly, engaged in prohibited practices in connection with an IFAD-financed or IFAD-managed activity or operation, including in competing for, or executing, this contract, the purchaser may, by written notice, immediately terminate the supplier's employment under the contract and the provisions of GCC 27 shall apply.

4.10 The bidder shall keep all records and documents, including electronic records, relating to this procurement process available for a minimum of three (3) years after notification of completion of the process or, in case the bidder is awarded the contract, execution of the contract.

## **5. Sexual Harassment, Sexual Exploitation and Abuse**

5.1 The Fund requires that all beneficiaries of IFAD Funding, including the purchaser and any bidders, implementing partners, service providers, suppliers, sub-suppliers, contractors, sub-contractors, consultants, sub-consultants, and any of their agents (whether declared or not) and personnel comply with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. Purchasers, suppliers and bidders shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of their personnel and subcontractors or anyone else directly or indirectly employed by them or any of subcontractors in the performance of the contract. Purchasers, suppliers and bidders shall immediately report to the purchaser or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The purchaser may take measures, including immediate termination of the contract, against the supplier, its personnel or any subcontractors, if at any time the purchaser becomes aware of proven acts of sexual harassment, sexual exploitation and abuse by the supplier and/or its personnel, directly or through an agent, in competing for, or in performance of, this contract.

---

<sup>4</sup> Inspections include all fact-finding activities deemed relevant by the Fund to address allegations or other indications of possible Prohibited Practices. Such fact-finding activities may include, but are not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data or information (whether in hard copy or electronic format) deemed relevant for the investigation or audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verifications of information. It is the responsibility of the firm or individual under inspection to ensure effective compliance with their duty to cooperate vis-à-vis any potential local laws or regulations or other potentially conflicting obligations.

- 6. SECAP Performance Standards** 6.1 The contract shall be implemented in a manner consistent with IFAD's Social, Environmental and Climate Assessment Procedures (SECAP), available on <https://www.ifad.org/en/secap>.
- 7. Standards** 7.1 The goods supplied under this contract shall conform to the standards mentioned in the technical specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the goods' country of origin. Such standards shall be the latest issued by the concerned institution.
- 8. Use of Contract Documents and Information** 8.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 8.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information enumerated in GCC clause 8.1 except for purposes of performing the contract.
- 8.3 Any document enumerated in GCC clause 8.1, other than the contract itself, shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 9. Patent Rights** 9.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof in the purchaser's country.
- 10. Performance Security** 10.1 Within fourteen (14) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security equivalent to 5% of the contract value.
- 10.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 10.3 The performance security shall be denominated in the currency of this contract and shall be in one of the following forms:
- a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad,

acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

b) a cashier's or certified check.

10.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specifiedn SCC.

## **11. Inspections and Tests**

11.1 The purchaser or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specifications at no extra cost to the purchaser.

11.2 The inspections and tests may be conducted at the discretion of the purchaser.

11.3 Should any inspected or tested goods fail to conform to the Specifications, the purchaser may reject the goods, and the supplier shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the purchaser.

11.4 The purchaser's right to inspect, test and, where necessary, reject the goods after the goods' arrival at the purchaser's destination.

## **12.Packing**

12.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination.

## **13.Delivery and Documents**

13.1 Delivery of the goods and services shall be made by the supplier in accordance with the terms of requirements.

## **14.Transportation**

14.1 The transport of the goods to the destination or such other named place of destination shall be arranged and paid for by the supplier and the cost thereof shall be included in the contract price.

## **15.Incidental Services**

15.1 The supplier may be required to provide any additional services if required.

## **16. Prices**

16.1 Prices charged by the supplier for goods and services delivered and services performed under the contract shall not vary from the prices quoted by the supplier in its bid.

## **17.Change Orders**

17.1 The purchaser may at any time, by a written order given to the supplier make changes within the general scope of the contract in any one or more of the following:

a) the place of delivery; and/or

b) the related services to be provided by the supplier.

|                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>18.Contract Amendments</b>                  | 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>19.Assignment</b>                           | 19.1 The supplier shall not assign, as a whole or in part, its obligations to perform under this contract, except with the purchaser's prior written consent.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>20.Subcontract</b>                          | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>21.Delays in the Supplier's Performance</b> | 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the schedule of requirements.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>22.Liquidated Damages</b>                   | 22.1 Subject to GCC clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to the percentage <b>specified in the SCC</b> of the delivered price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage <b>specified in the SCC</b> . Once the maximum is reached, the purchaser may consider termination of the contract pursuant to GCC clause 27.                                                                                                                                                                                                                                                                             |
| <b>23.Termination for Default</b>              | <p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> <li>a) if the supplier fails to deliver any or all of the goods and services within the period(s) specified in the contract, or within any extension thereof granted by the purchaser.</li> <li>b) if the supplier fails to perform any other obligation(s) under the contract; or</li> </ul> <p>23.2 In the event the purchaser terminates the contract in whole or in part, pursuant to GCC clause 27.1, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> |

- 24. Force Majeure** 24.1 Notwithstanding the provisions of GCC clauses 25, 26, and 27, the supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of force majeure.
- 24.2 For purposes of this clause, “force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 24.3 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 25. Termination for Insolvency** 25.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 26. Termination for Convenience** 26.1 The purchaser, by written notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the purchaser’s convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.
- 26.2 The goods that are complete and ready for shipment within thirty (30) days after the supplier’s receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:
- a) to have any portion completed and delivered at the contract terms and prices; and/or
  - b) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and services and for materials and parts previously procured by the supplier.
- 27. Settlement of Disputes** 27.1 If any dispute or difference of any kind whatsoever shall arise between the purchaser and the supplier in connection with or arising out

of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

- a) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.
- b) Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC**.

27.3 Notwithstanding any reference to arbitration herein:

- a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- b) the purchaser shall pay the supplier any monies due to the supplier.

## **28.Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC clause 9,

- a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the purchaser; and
- b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29.Governing Language**

29.1 The contract shall be written in the language specified **in the SCC**.

## **30.Applicable Law**

30.1 The contract shall be interpreted in accordance with the laws of the purchaser's country.

- 31.Notices**
- 31.1 Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing to the address **specified in GCC.**
- 31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32.Payment**
- 32.1 100% within 30 days after successful completion of all 7 (seven) events.
- 33.Taxes and Duties**
- 33.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

Sd/-  
**Nodal Officer**  
**JKCIP, SKUAST Jammu**