



REQUEST FOR BIDS

Issued on: 13-09-2021

Society for Climate Resilient Agriculture in Nagaland, SoCRAN

**On Behalf of:
The Government of [India]**

**Funded by
International Fund for Agricultural Development (IFAD)**

**for
Procurement of Goods and Related Services**

[130 nos. of GPS for VLWs]

**National Competitive Bidding
[IFAD Loan No.2000002173]
NCB No: No APC/FOCUS/GPS/45/2020-21**

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Section I. Invitation for Bids

Invitation for Bids

[Kohima, Nagaland]
13-09-2021

Re: Procurement of 130 Nos. of GPS (VLW) for FOCUS-NAGALAND.

Loan No. : *IFAD Loan No.2000002173*

RFB Reference No. : *NCB No: No APC/FOCUS/GPS/45/ 2020-21]*

1. The **Society for Climate Resilient Agriculture in Nagaland, SoCRAN** has received fund from the IFAD toward the cost of Fostering Climate Resilient Upland Farming Systems in the North East -Nagaland (FOCUS) and intends to apply part of the proceeds toward payments under the contract for Procurement of 130 Nos. of GPS (VLW) for FOCUS-NAGALAND. Payment by IFAD will be made only at the request of **Society for Climate Resilient Agriculture in Nagaland, SoCRAN** 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 a withdrawal from the loan and/or grant account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of IFAD, is prohibited by a decision of the United Nations Security Council taken under chapter VII of the Charter of the United Nations. No parties other than (name of Borrower/Recipient) shall derive any rights from the financing agreement or have any claim to financing proceeds.

The Fostering Climate Resilient Upland Farming Systems in the North East -Nagaland (FOCUS) overall objective is “To increase agricultural income of 137,000 households and to enhance their resilience to climate change”. This would be achieved through the development objective of increasing the environmental sustainability and profitability of farming systems practiced by highland farmers.

FOCUS-Nagaland covers 647 villages in 53 blocks of 8 districts in the state. The districts covered under the project are Kohima, Phek, Zunheboto, Wokha, Mokokchung, Kiphere, Lungleng and Mon. The project is expected to be completed by 2024.

2. The Purchaser now invites sealed bids from eligible entities (“Bidders”) for the provision of procurement of 130 Nos. of GPS (VLW) for FOCUS-NAGALAND to be delivered at PMU Office, APC-FOCUS Cell Secretariat, Kohima, Nagaland within the period mentioned in the bid. More details on these goods and related services are provided in the Schedule of Requirements in this Bidding Document.
3. This IFB is open to all eligible Bidders who wish to respond. Subject to restrictions noted in the Bidding Document, eligible entities may associate with other Bidders to enhance their capacity to successfully carry out the assignment.
4. The goods and related services, and the contract expected to be awarded and deliver as:
Delivery to be completed within 35 days of signing the contract GPS will be tested and verified by the representative/s of FOCUS. The supplier will be required to install and commission (if required) of GPS. An acceptance certificate will be provided by FOCUS – Nagaland for the items after thorough checking by the FOCUS representative.
5. 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 on the IFAD website. The ICB process,

SoCRAN, NCB No: No APC/FOCUS/GPS/45/2020-21 dated 13-09-2021 Purchase of 130 GPS

Section I. Invitation for Bids

as described, will include a review and verification of qualifications and past performance, **including a reference check**, prior to the contract award.

6. Please note that a Pre-Bid Conference **will not** be held as described in the Bid Data Sheet ("BDS"), Section III of the Bidding Document.
7. Bidders interested in submitting a Bid should register their interest by sending an e-mail or letter, giving full contact details of the Bidder, to the following point of contact. This will ensure that the Bidders receive updates regarding this Bidding Document.

State Project Director (SPD)
Fostering Climate Resilient Upland Farming Systems in the North East
Nagaland (FOCUS) APC Office, Ground Floor
Nagaland Civil Secretariat City: Kohima-797 001.

8. Bids must be delivered to the address and in the manner specified in the BDS ITB 17.1, no later than **12/10/2021**.
9. Bidders should be aware that late bids will not be accepted 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.
10. Please note that electronic Bids **shall not** be accepted.

Yours sincerely,

State Project Director (SPD)
Fostering Climate Resilient Upland Farming Systems in the North East -Nagaland (FOCUS) APC Office,
Ground Floor
Nagaland Civil Secretariat City: Kohima-797 001.
E-mail : chachei2018@gmail.com

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Instructions to Bidders

A. Introduction

1. Scope of Bid

1.1 The Purchaser has issued an Invitation for Bids for the procurement of Goods and Related Services as specified in Section V. Schedule of Requirements. The name and identification number of the Contract, and number and description of the lot(s), are specified in the Bid Data Sheet (BDS).

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.

2. Source of Funds

The **Society for Climate Resilient Agriculture in Nagaland, SoCRAN** has received fund from the IFAD toward the cost of Fostering Climate Resilient Upland Farming Systems in the North East -Nagaland (FOCUS) and intends to apply a portion of the proceeds of this loan to eligible payments under this contract. Payment by IFAD will be made only at the request of **Society for Climate Resilient Agriculture in Nagaland, SoCRAN** 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 a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of IFAD, is prohibited by a decision of the United Nations Security Council taken under chapter VII of the Charter of the United Nations. No parties other than **Society for Climate Resilient Agriculture in Nagaland, SoCRAN** shall derive any rights from the financing agreement or have any claim to financing proceeds.

The Fund requires that all beneficiaries of IFAD Funding, including the Purchaser and any applicants, bidders, suppliers, contractors, subcontractors, consultants, and sub-consultants, observe the highest standards of ethics during the procurement and execution of such contracts. IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations ("IFAD's Anti-Corruption Policy") is applicable to all procurements and contracts involving IFAD Funding and can be found on the IFAD website (www.ifad.org).

3. Prohibited Practices

(a) For the purposes of these provisions, the terms set forth below are defined as follows, and sometimes referred to collectively in this document as "Fraud and Corruption":

(i) "**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;

- (ii) "**collusive practice**" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
 - (iii) "**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;
 - (iv) "**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;
 - (v) "**obstructive practice**" is (i) deliberate 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.
- (b) The Purchaser will reject a Bid (and the Fund will deny approval of a proposed Contract award) if it determines that the Bidder recommended for award has, directly or through an agent, engaged in any of the prohibited practices in competing for the Contract.
 - (c) The Fund and the Purchaser have the right to sanction a Bidder, including declaring the Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract with IFAD Funding, if at any time either The Fund and/or the Purchaser determines that the Supplier has, directly or through an agent, engaged in prohibited practices in competing for, or in executing, such a contract.
 - (d) The Fund and the Purchaser have the right to require that a provision be included in the Contract requiring the selected Supplier to permit the Purchaser, the Fund, or any designee of the Fund, to inspect the Supplier's or any Subcontractor's accounts, records and other documents relating to the preparation and submission of the Bid or performance of the Contract and to have such accounts, records and other documents audited by auditors appointed by the Fund or by the Purchaser with the approval of the Fund.
 - (e) In addition, the Fund has the right to cancel any portion of IFAD Funding allocated to the Contract if it determines at any time that any representative of a beneficiary of IFAD Funding engaged in prohibited practices during the selection process or the execution of any Contract, without the Purchaser having taken timely and appropriate action satisfactory to the Fund to remedy the situation.

- 4.1 The Fund seeks to ensure a safe working environment free of harassment, including sexual harassment, and free of sexual exploitation and abuse (SEA) in its activities and operations. This policy is stipulated in the IFAD Policy in Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse, available on www.ifad.org, which applies to this Bidding Document.
 - 4.2 The Fund shall not tolerate any and all acts of sexual harassment or SEA and shall take action to prevent sexual harassment or SEA from occurring in the first place. The Fund shall also ensure prompt and effective response to allegations.
 - 4.3 All bidders, suppliers, and subcontractors shall ensure their full compliance with the Policy under this procurement process.
- 4. Sexual Harassment, Sexual exploitation and Abuse**
5. Eligible Bidders
- 5.1 This Invitation for Bids is open to all suppliers from eligible source countries except as provided hereinafter.
 - 5.2 Any eligible entity may bid independently or in a Joint Venture. In the case where a Bidder is or proposes to be a JV (a) all members will be jointly and severally liable for the execution of the Contract; and (b) the JV will 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.
 - 5.3 Bidders shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified
 - 5.4 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) a declaration of ineligibility for engaging in prohibited practices as contemplated by ITB Clause 3 above, or (b) that has been declared ineligible for participation in a procurement by being cross-debarred pursuant to the Agreement for Mutual Enforcement of Debarment Decisions found on: www.ifad.org/debarred.
 - 5.5 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 5 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); 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 any import of goods from the country of the Bidder or Supplier (including any Associates, Subcontractors and any respective affiliates) or any payments to entities in such country.

6. Eligible Goods and Services

- 6.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries.
- 6.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that differs in its basic characteristics or in purpose or utility from its components.
- 6.3 The origin of goods and services is distinct from the nationality of the Bidder.

7. Cost of Bidding

- 7.1 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

8. Content of Bidding Documents

- 81 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) Special Conditions of Contract (SCC)
 - (h) Contract Forms
- 82 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 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.

9. Clarification of Bidding Documents

- 9.1 A prospective Bidder requiring any clarification of this Bidding Document shall contact the Purchaser in writing, by email 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 the date and time **indicated in the BDS**. The Purchaser shall send written copies of the responses, including a description of the inquiry but without identifying its source, to Bidders who have registered or obtained the Bidding Document directly from the Purchaser by the date **specified in the BDS**. Should the clarification result in changes to the essential elements of this Bidding Document, the Purchaser shall amend this Bidding Document following the procedure under ITB Clause 10.
- 9.2 The Bidder's designated representative is invited to attend a Pre-Bid Conference, **if provided for in the BDS**. The purpose of the conference will be to clarify the issues and to answer questions on any matter that may be raised at that stage. Attending any Pre-Bid Conference is strongly advised, but not mandatory. Attendance of a Pre-Bid Conference and/or a site visit shall not be taken into account in the evaluation of Bids.
- 9.3 Minutes of the Pre-Bid Conference, including the text of the questions and answers related to the conference, without identifying the source, shall be transmitted in writing to all Bidders who have registered or obtained the Bidding Document directly from the Purchaser. Any modification to this Bidding Document that may become necessary as a result of the Pre-Bid Conference shall be made by the Purchaser exclusively through the issue of an Addendum and not through the minutes of the Pre-Bid Conference.

10. Amendment of Bidding Documents

- 10.1 At any time prior to the deadline for submission of Bids, the Purchaser may amend this Bidding Document by issuing Addenda.
- 10.2 All Addenda issued shall be part of this Bidding Document and shall be communicated in writing to all Bidders that have registered or obtained the Bidding Document directly from the Purchaser.
- 10.3 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

- 11. Language of Bid** 11.1 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 English. 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.
- 12. Documents Constituting the Bid** 12.1 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 13, 14, and 15;
 - (b) documentary evidence established in accordance with ITB Clause 16 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 17 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 18.
- 13. Bid Form** 13.1 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.

14. Bid Prices

- 14.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.
- 14.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For goods offered from within the Purchaser's Country:
- (i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:
- (A) on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;
- or**
- (B) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.
- (ii) the price for inland transportation, insurance and other costs incidental to delivery of the goods to their final destination, if specified on the **BDS**.
- (b) For goods offered from abroad:
- (i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination in the Purchaser's Country, as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.
- (ii) the price for inland transportation, insurance and other costs incidental to delivery of the goods from the port of entry to their final destination, if specified on the **BDS**.
- 14.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of Incoterms published by the International Chamber of Commerce, Paris.
- 14.4 The Bidder's separation of price components in accordance with ITB Clause 14.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 14.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the **BDS**.

14.6 If bids are invited for individual contracts (lots) or for any combination of contracts (packages), bidders wishing to offer any price reduction for the award of more than one Contract, shall specify in its bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package.

15. Currencies of Bid

15.1 The currency(ies) of the Bid shall be specified in the **BDS**. For evaluation and comparison purposes, the currency(ies) of the Bids shall be converted into a single currency as specified in the **BDS**.

16. Documents Establishing Bidder's Eligibility and Qualification

16.1 Pursuant to ITB Clause 16, 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.

16.2 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.

16.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

- (a) that, in the case of a Bidder offering to supply goods 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;
- (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within the Purchaser's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the Purchaser's Country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the **BDS**.

- 17. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents**
- 17.1 The Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.
- 17.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 17.3 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:
- (a) a detailed description of the essential technical and performance characteristics of the goods;
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the **BDS**, following commencement of the use of the goods by the Purchaser; and
 - (c) 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.
- 17.4 For purposes of the commentary to be furnished pursuant to ITB Clause 17.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

18. Bid Security

- 18.1 The Bidder shall furnish, as part of its bid, either a Bid Security or a Bid-Securing Declaration, as specified in the **BDS**.
- 18.2 If a bid security is required, it shall be in the amount and currency specified in the **BDS**, 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, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or
 - (b) a cashier's or certified cheque.
- 18.3 Any bid not secured in accordance with this ITB Clauses 18 will be rejected by the Purchaser as non-responsive, pursuant to ITB Clause 27.
- 18.4 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 19.
- 18.5 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 35, and furnishing the performance security, pursuant to ITB Clause 36.
- 18.6 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
 - (ii) does not accept the correction of errors pursuant to ITB Clause 27.2; or
 - (b) in the case of a successful Bidder, if the Bidder fails:
 - (i) to sign the contract in accordance with ITB Clause 35; or
 - (ii) to furnish performance security in accordance with ITB Clause 31.

**19. Period of
Validity of
Bids**

- 19.1 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 22. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 19.2 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. The bid security provided under ITB Clause 18 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 19.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price may be increased by a factor specified in the request for extension.

**20. Format and
Signing of Bid**

- 20.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the **BDS**, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.
- 20.2 The original and the copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

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

20.4 The Bidder shall furnish information as described in the Form of 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

21. Sealing and Marking of Bids

21.1 The Bidder shall seal the original and each copy of the bid, in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be enclosed in an outer envelope and sealed.

21.2 The inner and outer envelopes shall:

- (a) be addressed to the Purchaser at the address given in the **BDS**; and
- (b) bear the Project name indicated in the **BDS**, the Invitation for Bids (IFB) title and Procurement Number indicated in the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**.

21.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late."

21.4 If the outer envelope is not sealed and marked as required by ITB Clause 21.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

22. Deadline for Submission of Bids

22.1 Bids must be received at the address indicated in ITB 21.2(a) and by the time and date specified in the **BDS**.

23. Late Bids

23.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 22 will be rejected and returned unopened to the Bidder.

24. Withdrawal of Bids

24.1 The Bidder may withdraw its bid after the bid's submission, provided that written notice is received by the Purchaser prior to the deadline prescribed for submission of bids.

24.2 The Bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB

Clause 21 but in addition the envelopes shall be clearly marked "WITHDRAWAL". A withdrawal notice may also be sent by fax or Email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

- 24.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 18.

E. Opening and Evaluation of Bids

25. Opening of Bids by the Purchaser

- 25.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **BDS**. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 25.2 The bidders' names, withdrawals, bid prices, discounts, and the presence or absence of the requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 23.
- 25.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
- 25.4 The Purchaser will prepare minutes of the bid opening.

26. Clarification of Bids

- 26.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a 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

- 271 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.
- 272 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless there is an obvious discrepancy in placement of the decimal point. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.
- 273 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.
- 274 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 18), Applicable Law (GCC Clause 32), and Taxes and Duties (GCC Clause 34), 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.
- 275 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 27.
- 28.2 The Purchaser's evaluation of a bid will exclude and not take into account:
- (a) in the case of goods manufactured in the Purchaser's Country or goods of foreign origin already located in the Purchaser's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and
- 28.3 Price comparison shall be between the EXW price of the goods offered from within the Purchaser's Country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the Purchaser's Country.
- 28.4 When bids are invited for individual lots and award of multiple contracts to individual bidders is permitted, the methodology of evaluation and the application of any conditional discounts to determine the award of contracts shall be specified in the **BDS**.
- 29. Contacting the Purchaser**
- 29.1 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.
- 29.2 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 Bidder's bid.

F. Award of Contract

- 30. Post-qualification**
- 301 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 16.3.
- 302 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 16.3, as well as such other information as the Purchaser deems necessary and appropriate.
- 303 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 priced bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 31. Award Criteria**
- 30.1 Subject to ITB Clause 34, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest priced bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.
- 32. Purchaser's Right to Vary Quantities at Time of Award**
- 32.1 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 services originally specified in the Schedule of Requirements without any change in unit price or

- other terms and conditions.
- 33. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids**
- 33.1 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.
- 34. Notice of Intention to Award**
- 34.1 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 a formal Notification of Award and draft Contract Agreement after expiration of the period for filing a Bid Protest and the resolution of any Bid challenges that are submitted. 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 will be created through the delivery of the Notice of Intent to Award.
- 34.2 At the same time 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 bidding results, makes a written request for a debriefing, or submits a formal Protest as provided in the IFAD Procurement Handbook.
- 35. Bid Protests**
- 35.1 Bidders may protest the results of a procurement only according to the rules established in the Module M of the IFAD Procurement Handbook.
- 36. Notification of Award**
- 36.1 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.
- 36.2 The notification of award will constitute the formation of the Contract.
- 36.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 36, 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 18.
- 36.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its

request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

37. Signing of Contract

- 37.1 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.
- 37.2 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.

38. Performance Security

- 38.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.
- 38.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 37.2 or ITB Clause 38.1 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 price Bidder or call for new bids.

Section III. Bid Data Sheet (BDS)

Bid Data Sheet

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: Society for Climate Resilient for Agriculture in Nagaland (SoCRAN)
ITB Clause 1.1	The Procurement Number is: NCB No: No APC/FOCUS/GPS/45/2020-21
ITB Clause 1.1	Procurement Description: <u>Procurement of 130 Nos. of GPS (VLW) for FOCUS-NAGALAND (Nagaland).</u>
ITB Clause 1.1	Purchaser Country: India
The Bidding Documents	
ITB Clause 9.1	<p>The Purchaser's address is:</p> <p>State Project Director (SPD)</p> <p>Fostering Climate Resilient Upland Farming Systems in the North East - Nagaland (FOCUS) APC Office, Ground Floor Nagaland Civil Secretariat City: Kohima-797 001</p> <p>Attention: State Project Director (SPD)</p> <p>All requests for clarifications shall be submitted by: <i>on or before</i> 24/09/2021.</p> <p>The Purchaser shall respond to all requests for clarifications by: <i>on or before</i> 30/09/2021.</p>
ITB Clause 9.2	A Pre-Bid Conference will not be held
Preparation and Submission of Bids	
ITB Clause 14.2 (a)	<p>The destination point /Delivery point is <u>PMU office Kohima.</u></p> <p>Destination : FOCUS-PMU office, APC-Cell, Ground Floor Nagaland Civil Secretariat</p>

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Section III. Bid Data Sheet

<p>ITB Clause 14.2 (b)</p>	<p>City: Kohima-797 001</p> <p>Delivery to be completed within 35 days of signing the contract. GPS will be tested and verified by the representative/s of FOCUS at the destination. The supplier will be required to install and commission (if required) of GPS. An acceptance certificate will be provided by FOCUS – Nagaland for the items after thorough checking by the FOCUS/ or its representative.</p> <p>The port (or point) of destination is <u>Kohima, Nagaland</u>. Destination : FOCUS-PMU office, APC-Cell, Ground Floor Nagaland Civil Secretariat City: Kohima-797 001</p> <p>Delivery to be completed within 35 days of signing the contract.</p>
<p>ITB Clause 14.5</p>	<p>The prices quoted by the bidder shall be “fixed”</p>
<p>ITB Clause 15.1</p>	<p>The currency(ies) if the Bid shall be as follows: INR (Indian Rupees)</p>
<p>ITB Clause 16.3 (d)</p>	<p>The required documentary evidence to be submitted by the bidder to confirm eligibility to bid is as follows:</p> <ol style="list-style-type: none"> 1. Bidder must submit Audited Financial Statement/ Balance sheet for the 3 years 2018-19, 2019-20, 2020-21, with a minimum average turnover of Rs. 50.00 lakhs 2. Non-manufacturer bidders will submit the manufacturer’s authorization form as per Performa annexure-3. 3. Technical schedules of goods as required by the specification 4. List of service centres in North Eastern region and in Nagaland state and technical personnel working with the bidder. 5. Previous experience of the bidder of supplying a minimum of 80 units in a single contract in the last two years 6. Self attested copy of bidder’s PAN, GST and income tax details and ward where it is being assessed. 7. Bank solvency certificate from their bank. 8. Self-declaration that the supplier business activities are not suspended or debarred from public procurement by the State Government of Nagaland or Government of India

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Section III. Bid Data Sheet

	<p>9. Valid trading license/Registration certificate or equivalent;</p> <p>10. Bidders exempted from any taxes or licences must submit clear self attest copies of those certificate or licences.</p>
ITB Clause 17.3 (b)	Spare parts are required to be available for <u>2 nos</u> of years of operation including the warranty period.
ITB Clause 18.1 & 18.2	NA
ITB Clause 19.1	The period of bid validity shall be 120 days after the date for submission of bids.
ITB Clause 20.1	In addition to the original of the bid, the number of copies required is <u>2 (two)</u> .
ITB Clause 21.2 (a)	<p>The address for submission of bids is:</p> <p>State Project Director (SPD)</p> <p>Fostering Climate Resilient Upland Farming Systems in the North East - Nagaland (FOCUS) APC Office, Ground Floor Nagaland Civil Secretariat City: Kohima-797 001 Attention: State Project Director (SPD)</p>
ITB Clause 21.2 (b)	Procurement Number: No APC/FOCUS/GPS/45/ 2020-21
ITB Clause 22.1	Deadline for submission of bids is <u>14.00 hours on 12/10/2021</u> (date).
ITB Clause 25.1	<p>The opening of bids shall take place at <u>14.30 hours on 12/10/2021</u> at_</p> <p>State Project Director (SPD)</p> <p>Fostering Climate Resilient Upland Farming Systems in the North East - Nagaland (FOCUS) APC Office, Ground Floor Nagaland Civil Secretariat City: Kohima-797 001 E-mail : chachei2018@gmail.com Attention: State Project Director (SPD)</p>
ITB Clause 28.4	<p>Bidders shall quote separate prices for the following lots:</p> <p>“Not Applicable”</p>
Contract Award	

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Section III. Bid Data Sheet

ITB Clause 32.1	The percentage for quantity increase or decrease is <u>15 percent</u> .
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Section IV. Bidding Forms

1. Bid Form and Price Schedules

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 item (d) 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 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.]*

5. Our Bid shall be valid from the date fixed for the Bid submission deadline in accordance with ITB Sub-Clause 25.1 through the period of time established in accordance with ITB Sub-Clause 19.1, 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 8 and as described in ITB Clause 38 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. We have no conflict of interest in accordance with ITB Clause 5.3 *[Insert, if needed: “, other than listed below.”] [If listing one or more conflicts of interest, insert: “We propose the following mitigations for our conflicts of interest: [Insert description of conflict of interest, and proposed mitigations.”]*
9. Our firm, its associates, including any Subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Purchaser, or under the laws or official regulations of the Purchaser’s country, in accordance with ITB Clause 5.
10. We acknowledge notice of the IFAD Revised Policy on Preventing Fraud and Corruption in its Activities and Operations. We have taken steps to ensure that no person acting for us or on our behalf has engaged in any prohibited practices described in ITB Clause 3. As part of this, we certify that:
 - (a) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor 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 offer have not been and will not be knowingly disclosed by us, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (c) No attempt has been made or will be made by us to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

11. We acknowledge notice of the IFAD Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse. We certify that no person acting for us or on our behalf has engaged in any harassment, exploitation or abuse described in ITB Clause 4.
12. The following commissions, gratuities, or fees have been paid or are to be paid with respect to the Bid process or execution of the Contract: *[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.")

13. We understand that this Bid, together with your written acceptance thereof included in your Notification of Award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
14. We understand that **you are not bound to accept the lowest evaluated Bid or any other Bid** that you may receive.

Signed:

[Print Name]

In the capacity of:

Duly authorized to sign on behalf of:

**Price Schedule for Goods Offered from Abroad
Not used**

Price Schedule for Goods Offered from within the Purchaser's Country

Name of Bidder _____ Procurement No. _____ Page _ of _.

1	2	3	4	5	7	8	9
Item	Description	Country of origin	Quantity	Unit price exw per item	Total price exw per item (cols. 4 x 5)	Unit prices per item final destination	Sales and other taxes payable if Contract is awarded

Signature of Bidder _____

Note: In the case of discrepancy between the unit price and the total, prices shall be adjusted by the Purchaser in accordance with the provisions of Clause 22.2 of the Instructions to Bidders.

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 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]

3. Manufacturer's Authorisation Form

[See Clause 11.3 (a) of the Instructions to Bidders.]

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorise *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against Procurement No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

Section V. Schedule of Requirements

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises as per destination specified in BDS, or (ii) to the first carrier when the contract is placed on CIP terms. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

Item No.	Description	Unit of Measurement	Quantity	Delivery Schedule

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Section VI. Technical Specifications

Technical Specifications

[Text of Technical Specifications to be inserted in the bidding documents by the Purchaser, as applicable.]

Item No	Name of Goods	Technical Specifications and Standards
130 Nos	GPS	<p><u>Specification of the GPS</u></p> <ul style="list-style-type: none"> • Track Log : 10000 points or more with 200 saved tracks or more • Greater resolution with 240 x 320 display or more pixels for improved readability. • Waypoints : 1000 or more • Area calculation: Yes • Automatic Routing : Yes • Support Birdseye satellite and imaginary : Yes • Suitable for Geocaching : Yes • Operating Temperature (Degree C) : 30 Degree or more • Operating Humidity (PH) % : 35 or more • Display 2.6"- diagonal or more • Colour 60K or more color and sunlight-readable • Routes : 200 points or more per route. • Battery Life : 20 hrs or more in GPS mode • Type of Battery : 2 AA batteries, NiMH or Lithium Recommended • Inbuilt Barometric Altimeter Facility : Yes • Internal memory with 8 GB or more • External Memory Storage : 16 GB or More micro SD card) • BUILT IN SENSORS 30x or more • Warranty : This warranty shall remain valid for twelve (12) months after the Goods have been delivered to and accepted at the final destination. • List of accessories compulsorily required: • Belt dip, carrying case, Rechargeable Battery with chargers, USB sensor etc.

Section IV. General Conditions of Contract

Section IV. General Conditions of Contract

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 Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser's Notification of Award.
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

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General Conditions of Contract

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1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- (a) "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.
 - (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - (c) "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.
 - (d) "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.
 - (e) "GCC" means the General Conditions of Contract contained in this section.
 - (f) "SCC" means the Special Conditions of Contract.
 - (g) "The Purchaser" means the Entity purchasing the Goods, as named in the SCC.
 - (h) "The Purchaser's country" is the Purchaser's Country.
 - (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract and named in SCC.
 - (j) "The Project Site," where applicable, means the place or places named in SCC.
 - (k) "Day" means calendar day.

2. Application

- 2.1 These General Conditions 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. Fraud and Corruption

- 4.1 The Fund requires that the Purchaser and any other beneficiaries of IFAD Funding, including Bidders, Suppliers, contractors and Subcontractors, observe the highest standards of ethics during the procurement and execution of such contracts.

IFAD’s Revised Policy on Preventing Fraud and Corruption in its Activities and Operations is applicable to all procurements and contracts involving IFAD funding or administered operations and can be found on the IFAD website. For purposes of the Contract, the terms set forth below are defined as follows:

- (i) “**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;
- (ii) “**collusive practice**” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
- (iii) (“**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;
- (iv) “**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;
- (v) “**obstructive practice**” is (i) deliberate 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.

- (a) The Fund may cancel any portion or all of the Funding allocated to this Contract if it determines at any time that representatives of the Purchaser, the Supplier or any other beneficiary were engaged in prohibited practices during the selection process or the performance of this Contract, without the Purchaser, the Supplier or such other beneficiary having taken timely and appropriate action satisfactory to the Fund to remedy the situation.
- (b) The Fund and the Purchaser may pursue sanction of the Supplier, including declaring the Supplier ineligible, either indefinitely or for a stated period of time, to be awarded any IFAD funded contract if at any time either the Fund or the Purchaser determines that the Supplier has, directly or through an agent, engaged in any prohibited practices in competing for, or in performance of, this Contract.
- (c) If the Purchaser or the Fund determines that the Supplier, any subcontractor, any of the Supplier's personnel or any agent or affiliate of any of them has, directly or indirectly, engaged in prohibited practices in competing for, or in the performance of, this Contract, then the Purchaser or the Fund may, by notice, immediately terminate the Supplier's employment under the Contract and the provisions of GCC 28 shall apply.
- (d) The Purchaser requires the Supplier to permit the Purchaser, the Fund or any designee of the Fund to inspect its accounts, records and any other documents relating to the performance of this Contract, and to have such accounts and records audited by auditors appointed by the Purchaser (with the approval of the Fund) or the Fund.

5. Standards

- 5.1 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.

- 6. Use of Contract Documents and Information**
- 61 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.
- 62 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 6.1 except for purposes of performing the Contract.
- 63 Any document enumerated in GCC Clause 6.1, 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.
- 7. Patent Rights**
- 7.1 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.
- 8. Performance Security**
- 81 Within fourteen (14) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC.**
- 82 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.

- 83 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.
- 84 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 specified in SCC.

9. Inspections and Tests

- 9.1 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. **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 9.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 9.3 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.

Section IV. General Conditions of Contract

- 9.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's Country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.
- 9.5 Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.

- 10. Packing**
- 101 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.
- 102 Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 103 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, **specified in SCC**, and in any subsequent instructions ordered by the Purchaser.
- 11. Delivery and Documents**
- 11.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are **specified in SCC**.
- 11.2 For purposes of the Contract, "EXW," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.
- 11.3 Documents to be submitted by the Supplier are **specified in the SCC**.
- 12. Insurance**
- 121 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC**.
- 122 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary.
- 13. Transportation**
- 13.1 Where the Supplier is required under the Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country as specified in the Contract, shall be arranged and paid for by the Supplier and the cost thereof shall be included in the Contract Price. No restriction shall; be placed

on the choice of carrier.

132 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's Country, defined as the Project Site, transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

14. Incidental Services

14.1 The Supplier may be required to provide any additional services as **specified in the SCC**.

15. Spare Parts

15.1 As **specified in the SCC**, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

16. Warranty

- 16.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the Purchaser's Country.
- 16.2** This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in the SCC.**
- 16.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 16.4 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.
- 16.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in the SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

- 17. Payment**
- 17.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC.**
- 17.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 11, and upon fulfilment of other obligations stipulated in the Contract.
- 17.3 Payments shall be made promptly by the Purchaser, but in no case later than forty-five (45) days after submission of an invoice or claim by the Supplier.
- 17.4 The currency in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price was expressed.
- 18. Prices**
- 18.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid except for any price adjustments **authorized in the SCC.**
- 19. Change Orders**
- 19.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 33, make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and/or
 - (d) the Services to be provided by the Supplier.
- 19.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.
- 20. Contract Amendments**
- 20.1 Subject to GCC Clause 19, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

- 21. Assignment** 21.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.
- 22. Subcontracts** 22.1 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.
- 22.2 Subcontracts must comply with the provisions of GCC Clause 3.
- 23. Delays in the Supplier's Performance** 23.1 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.
- 23.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

23.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 24, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

24. Liquidated Damages

24.1 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 **specified in the SCC** 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 **specified in the SCC**. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 25.

25. Termination for Default

25.1 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:

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 24; or
- (b) if the Supplier fails to perform any other obligation(s) under the Contract.
- (d) (c) if the Supplier, in the judgement of the Purchaser, has engaged in Prohibited Practices pursuant to GCC 4.

25.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, 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.

- 26. Force Majeure**
- 26.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, 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.
- 26.2 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.
- 26.3 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.
- 27. Termination for Insolvency**
- 27.1 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.
- 28. Termination for Convenience**
- 28.1 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.

28.2 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.

29. Settlement of Disputes

29.1 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.

29.2 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.

29.2.1 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.

29.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

29.3 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 the Supplier.

- 30. Limitation of Liability**
- 30.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6, 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.
- 31. Governing Language**
- 31.1 The Contract shall be written in English
- 32. Applicable Law**
- 32.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's Country, unless otherwise specified in the SCC.
- 33. Notices**
- 33.1 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 SCC**.
- 33.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 34. Taxes and Duties**
- 34.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 34.2 A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Commented [CM4]: Often this is the case.

Section VII (B). Special Conditions of Contract

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

GCC Clause 1 - Definitions

GCC 1.1 (g)—The Purchaser is:

State Project Director (SPD)
Fostering Climate Resilient Upland Farming Systems in
the North East -Nagaland (FOCUS) APC Office, Ground Floor
Nagaland Civil Secretariat
City: Kohima-797 001
www.focusnagaland.gov.in

Attention: State Project Director (SPD)
Address: (FOCUS) APC Office, Ground Floor
Nagaland Civil Secretariat

City: **Kohima**
ZIP Code: **797004**
Country: **India**

GCC 1.1 (i)—The Supplier is:

GCC 1.1 (j) – The Project Site/Delivery points (DP) is:

Project Management Unit
State Project Director (SPD)
Fostering Climate Resilient Upland Farming Systems in
the North East -Nagaland (FOCUS) APC Office, Ground Floor
Nagaland Civil Secretariat
City: Kohima-797 001

GCC Clause 3.1 - Country of Origin

All countries and territories which are member states of the United Nations are eligible.

GCC Clause 8.1 - Performance Security

The amount of performance security, as a percentage of the Contract Price, shall be @ 10 percent valid upto 60 days after the date of completion of warranty obligation of 12 months.

In the event of any correction of defects or replacement of defective materials/ items during the warranty period, the warranty for the corrected /replaced materials shall be extended

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to a further of 12 months and the bank guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

GCC Clause 9.1 - Inspections and Tests

Inspection and tests prior to shipment of Goods and at final acceptance are as follows: GPS will be tested and verified by the representative/s of FOCUS at the destination/or any other locations as decided by the buyers.

The acceptance test will be conducted by the purchaser/representative or any other person nominated by the purchaser, at its option.

In the event of failing to pass the acceptance test, the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.

The supplier will be required to install and commission (if required) of GPS. An acceptance certificate will be provided by FOCUS – Nagaland for the items after thorough checking by the FOCUS representative.

GCC Clause 10.2 - Packing

The additional packing, marking and documentation shall be as follows:

Supplier will be required to make good damage free package for the consignment. The package will be marked on three sides with proper paint/indelible ink with the following.

Project
Contract No.
Country of origin of goods
Supplier's name
Packing list reference no. (if any)
Government of Nagaland, FOCUS-IFAD Supply – Not for Sale

Supplier should use recycled materials as much as possible for packing.

GCC Clause 11.3 - Delivery and Documents For

Goods supplied from abroad: NA

[Example for CIF terms]

Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company with the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;

- (ii) original and _____ copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and _____ copies of nonnegotiable bill of lading;
- (iii) copies of the packing list identifying contents of each package;
- (iv) insurance certificate;
- (v) Manufacturer's or Supplier's warranty certificate;
- (vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vii) certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

For Goods from within the Purchaser's Country:

Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) delivery note, or truck receipt;
- (iii) Manufacturer's or Supplier's warranty certificate;
- (iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (v) certificate of origin.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

GCC Clause 12.1 - Insurance

The supplier is required under the contract to transport the goods duly insured to the specified final destination. The Insurance shall be in an amount equal to 110 percent of the CIP EXW value of the Goods from "warehouse" to "warehouse" till final destination on "All Risks" basis, including War Risks and Strikes.

GCC Clause 14.1 – Incidental Services

The Supplier or its representative is required to attend the meeting of the Purchaser's Inspection Committee following delivery, and to arrange unpacking of the goods ready for examination.

GCC Clause 15.1 - Spare Parts/accessories

Additional spare parts requirements are:

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied within a maximum period of 15 days of placing the order.

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GCC Clause 16.2 - Warranty

The warranty period shall 12 months from date of acceptance of the Goods .

GCC Clause 16.4 - Repair or Replacement of Defective Goods

The period for correction of defects in the warranty period is 15 days.

GCC Clause 16.5 – Failure to Repair or Replace Defective Goods

The period for correction of defects in the warranty period is 15 days.

GCC Clause 17.1 – Payment

The method and conditions of payment to be made to the Supplier under this Contract shall be:

Payment for Goods and Services supplied from within the Purchaser’s Country: Payment for Goods and Services supplied from within the Purchaser’s Country shall be made, as follows:

- (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within forty-five (45) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.
- (ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 11.
- (iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within forty-five (45) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

GCC Clause 24.1 - Liquidated Damages

The applicable rate for liquidated damages is 0.5 percent of contract price per week or part thereof. The maximum deduction for liquidated damages is 10 percent of contract price.

GCC Clause 29.2.2 - Settlement of Disputes

The basis of arbitration shall be:

For a Contract with a Supplier national of the Purchaser's Country:

In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.

[At the time of finalising the Contract, the respective applicable clause only should be retained in the Contract.]

GCC Clause 33.1 - Notices

The Purchaser's address for notice purposes is

State Project Director (SPD)
Fostering Climate Resilient Upland Farming Systems
in the North East -Nagaland (FOCUS) APC Office, Ground Floor
Nagaland Civil Secretariat City: Kohima-797 001.

The Supplier's address for notice purposes is _____.

Section VII (C). Contract Forms

1. Performance Security Form

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ 20__ to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a Nationalised bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20__.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

2. Bank Guarantee Form for Advance Payment

TO: *[name of Purchaser]*

[name of Contract]

Gentlemen:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

3. Self-Certification Form

In satisfaction of IFAD Revised Policy on Preventing Fraud and Corruption in its Activities and Operations, this Self-Certification Form is to be completed by the Supplier. The Supplier shall submit the completed form together with the signed Contract Agreement to the Purchaser. Instructions for completing this form are provided below.

Full Legal Name of Supplier:	
Full Legal Name of Supplier's Legal Representative and position:	
Full Name and Number of Contract:	
Purchaser	
Country:	
Date:	

I hereby certify that I am the authorized representative of **[Name of the Supplier]**, as well as that the information provided herein is true and accurate in all material respects and understand that any material misstatement, misrepresentation or failure to provide the information requested in this self-certification may result in sanctions and remedies, including the suspension or termination of the contract between the Supplier and the Purchaser, as well as the permanent ineligibility to participate in IFAD-financed and/or IFAD-managed activities and operations, in accordance with the IFAD Procurement Guidelines, the IFAD Procurement Handbook and other applicable IFAD policies and procedures, including IFAD's Policy on Preventing Fraud and Corruption in its Activities and Operations **(INSERT HYPER LINK TO THE POLICY)**

Authorized Signature: _____ Date: _____

Printed Name of Signatory: _____

- The Supplier certifies that itself, including its director(s), partner(s), proprietor(s), Key personnel, Agents, Sub-Consultants, Sub-Contractors, Consortium and Joint Venture partners have NOT engaged in fraudulent, corrupt, collusive, coercive or obstructive practices, in connection with the present procurement process and this Contract.

- The Supplier certifies that itself, including its director(s), partner(s), proprietor(s), Key personnel, Agents, Sub-Consultants, Sub-Contractors, Consortium and Joint Venture partners are NOT subject to a criminal conviction, administrative sanctions and/or temporary suspensions for engaging in fraudulent, corrupt, collusive, coercive or obstructive practices.

- The Supplier certifies that itself, including its director(s), partner(s), proprietor(s), Key personnel, Agents, Sub-Consultants, Sub-Contractors, Consortium and Joint Venture partners are NOT subject to a debarment recognized under the Agreement for Mutual Enforcement of Debarment Decisions (the "Cross-Debarment Agreement").

- The Supplier certifies that itself, including its director(s), partner(s), proprietor(s), Key personnel, Agents, Sub-Consultants, Sub-Contractors, Consortium and Joint Venture partners have NO actual or potential conflict of interest¹ that could impact their capacity to serve the best interest of the Fund.

- The Supplier certifies that NO gratuities, fees, commissions, gifts or anything else of value, other than those shown in the bid, have been paid or exchanged or are to be paid or exchanged with respect to the present procurement process and this Contract.

OR

[To be completed only if the previous box was not checked]

- The Supplier declares that the following gratuities, fees, commissions, gifts or anything else of value have been exchanged, paid or are to be exchanged or paid with respect to the present procurement process and this Contract:

[Name of Recipient/Address/Date/Reason/Amount]

[Name of Recipient/Address/Date/Reason/Amount]

[Name of Recipient/Address/Date/Reason/Amount]

The Supplier acknowledges and accepts to notify the Purchaser in the event of any material change in connection with this Self-Certification Form throughout the duration of the Contract.

¹ Conflicts of interest arise where private or personal interests of a Supplier may influence or appear to influence the impartial and ***SoCRAN, NCB No: No APC/FOCUS/GPS/45/2020-21 dted 13-09-2021 Purchase of 130 GPS***

INSTRUCTIONS FOR COMPLETING THE SELF-CERTIFICATION FORM

The Supplier shall verify that itself, its director(s), partner(s), proprietor(s), Key personnel, Agents, Sub-Consultants, Sub-Contractors, Consortium and Joint Venture partners are NOT subject to a debarment that meets the requirement for recognition under the Agreement for Mutual Enforcement of Debarment Decisions (the "Cross-Debarment Agreement").

The Supplier shall perform the following procedures to verify that itself, including its director(s), partner(s), proprietor(s), Key personnel, Agents, Sub-Consultants, Sub-Contractors, Consortium and Joint Venture partners are NOT listed on the following listing on the grounds of "Cross-Debarment".

*World Bank Listing of Ineligible Firms and Individuals - <http://worldbank.org/debarr>
The World Bank Listing of Ineligible Firms and Individuals is a searchable database that returns a positive or negative search results page upon submission of a name to be searched, in order to document the eligibility.*

The Supplier should print out, date, and attach the results page(s) to the Self-Certification Form, which should read, "No Matching Records found".

If an adverse record(s) has/have been found – i.e. the results page(s) shows one or more individuals or entities, including the Supplier itself are ineligible on the grounds of "Cross-Debarment" – the Supplier must conduct additional research to determine whether the finding is a "false positive." If it is a false positive, the Supplier will mark the individual(s) or entity(ies) as eligible, and submit this additional information along with the results page(s).

If, on the other hand, the Supplier itself or any of its director(s), partner(s), proprietor(s), Key personnel, Agents, Sub-Consultants, Sub-Contractors, Consortium and Joint Venture partners are found to be ineligible at this stage, the Purchaser will determine whether to proceed with the Contract or allow the Supplier to make a substitution. This determination will be made on a case by case basis and will require approval by IFAD regardless of the estimated value of the proposed contract.

All of these documents must be attached to the Self-Certification Form and be part of the signed Contract Agreement submitted by the Contactor to the Purchaser.

All of these documents must be retained by the Supplier as part of the overall record of the Contract with the Purchaser for the duration of the Contract and for a minimum period of three years following the completion of the Contract.

objective performance of their duties. Private or personal interests include situations where a Supplier appears to benefit improperly, directly or indirectly, or allows a third party to benefit improperly, from their association with an enterprise or organization that engages in business directly or indirectly with the Project.

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