



Standard Procurement Documents



Request for Quotations – Goods

1st Edition

December 2020



Investing in rural people

Supply of certified/quality seeds of Rabi crops for FOCUS-NAGALAND.

Request for Quotations - GOODS

for

Supply of certified/quality seeds of Rabi crops for FOCUS-NAGALAND

Ref No: *No APC-FOCUS/SP/SM/29/2020*

Issue Date : *07/09/2021.*

Foreword

This bidding document has been prepared by **Society for Climate Resilient Agriculture in Nagaland, SoCRAN** and is based on the 1st edition of the IFAD-issued standard procurement document governing requests for quotations - goods, available at www.ifad.org/project-procurement. This bidding document is to be used for the procurement of goods using shopping as procurement method in projects that are financed by IFAD.

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

REQUEST FOR SEALED QUOTATIONS

Reference Number: *No APC-FOCUS/SP/SM/29/2020*

07/09/2021

Supply of certified/quality seeds of Rabi crops for FOCUS-NAGALAND

Addressed to:

[Insert name and contact information of Supplier]

1. The Government of India/Nagaland has received a loan from the International Fund for Agriculture Development (IFAD) towards the cost of Fostering Climate Resilient Upland Farming Systems in the North East -Nagaland (FOCUS) and intends to apply the proceeds of this Loan to eligible payments under the contract for which this Request for Quotations (RFQ) is issued. The use of any IFAD financing shall be subject to IFAD's approval, pursuant to the terms and conditions of the financing agreement, as well as IFAD's rules, policies and procedures. IFAD and its officials, agents and employees shall be held harmless from and against all suits, proceedings, claims, demands, losses and liability of any kind or nature brought by any party in connection with Fostering Climate Resilient Upland Farming Systems in the North East -Nagaland (FOCUS).

2. This procurement is based on the national/international shopping method as laid out in the IFAD Procurement Handbook that can be accessed via the IFAD website at www.ifad.org/project-procurement.

3. The bidder shall not have any actual, potential or reasonably perceived conflict of interest. A bidder with an actual, potential or reasonably perceived conflict of interest shall be disqualified unless otherwise explicitly approved by the Fund. A bidder, including their respective personnel and affiliates, are considered to have a conflict of interest if any of them a) has a relationship that provides them with undue or undisclosed information about or influence over the evaluation process and the execution of the contract, b) participates in more than one quotation under this procurement action, c) has a business or family relationship with a member of the purchaser's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of this request for quotation, (ii) the selection process for this procurement, or (iii) execution of the contract. A bidder and the supplier have an ongoing obligation to promptly disclose any situation of actual, potential or reasonably perceived conflict of interest during the preparation of the quotation, the evaluation process or the contract execution. Failure to properly disclose any of said situations in a promptly manner may lead to appropriate actions, including the disqualification of the bidder, the termination of the contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations¹.

¹ The policy is accessible at: www.ifad.org/anticorruption_policy.

4. All bidders are required to comply with the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "IFAD's Anticorruption Policy") while competing for, or in executing, the contract.
- a. If determined that a bidder or any of its personnel or agents, or its sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers, and/or the latter's personnel or agents, has, directly or indirectly, engaged in any of the prohibited practices as defined in IFAD's Anticorruption Policy or in sexual harassment, exploitation and abuse as defined in IFAD's Policy to Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse² in competing for, or in executing, the contract, the quotation may be rejected or the contract may be terminated by the purchaser.
 - b. In accordance with the IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations, the Fund may investigate and, when applicable, sanction entities and individuals, including by debarring them, either indefinitely or for a stated period of time, to participate in any IFAD-financed or IFAD-managed activity or operation. A debarment includes, *inter alia*, ineligibility to: (i) be awarded or otherwise benefit from any IFAD-financed contract, financially or in any other manner; (ii) be a nominated sub-contractor, consultant, manufacturer, supplier, sub-supplier, agent or service provider of an otherwise eligible firm being awarded an IFAD-financed contract; and (iii) receive the proceeds of any loan or grant provided by the Fund. The Fund may also unilaterally recognize eligible debarments by any of the international financial institutions signatories to the Agreement for Mutual Enforcement of Debarment Decisions.
 - c. Bidders and any of their personnel and agents, and their sub-consultants, sub-contractors, service providers, suppliers, sub-suppliers, and the latter's personnel and agents are required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this bidding process or the execution of the contract and to have such accounts, premises, records and documents audited and/or inspected by auditors and/or investigators appointed by the Fund.
 - d. Bidders have the ongoing obligation to disclose in their quotation and later in writing as may become relevant: (i) any administrative sanctions, criminal convictions or temporary suspensions of themselves or any of their key personnel or agents for corrupt, fraudulent, collusive, coercive or obstructive practices, and (ii) any commissions or fees paid or to be paid to agents or other parties in connection with this bidding process or the execution of the contract. Bidders must disclose the name and contact details of the agent or other party and the reason, amount and currency of the commission or fee paid or to be paid. Failure to comply with these disclosure obligations may lead to rejection of the quotation or termination of the contract.

² The policy is accessible at <https://www.ifad.org/en/document-detail/asset/40738506>.

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

5. The Fund requires that all beneficiaries of IFAD Funding or funds administered by IFAD, including the purchaser, any bidders, implementing partners, service providers and suppliers, observe the highest standards of integrity during the procurement and execution of such contracts, and commit to combat money laundering and terrorism financing consistent with IFAD's Anti-Money Laundering and Countering the Financing of Terrorism Policy.³

6. **The Society for Climate Resilient Agriculture in Nagaland, SoCRAN** invites you to submit your sealed price quotation in a pro forma invoice format for the supply of the items listed in **Annex I** of this RFQ.

7. Your quotation in the required format should be addressed to:

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 : spdfocus@gmail.com
Attention: State Project Director (SPD)

8. The sealed quotation should be accompanied by: (ELIGIBILITY AND QUALIFICATION CRITERIA)

You are requested to submit copies of the following documents as evidence of your eligibility.

- a. A copy of your business registration; If the entity is Limited Liability Partnership, please attach partnership deed copy
- b. GST Registration copy.
- c. PAN Card copy.
- d. If authorised supplier of seeds, provide dealership certificate of the company whose seeds will be supplied.
- e. completed bid form, price and delivery schedule;
- f. adequate technical documentation and catalogue(s) and any other pertinent information if any.

³ The policy is accessible at <https://www.ifad.org/en/document-detail/asset/41942012>.

- g. Copy of **valid seed license** issued by competent authority in the State.
- h. Annual average turnover related to seeds supply business of Rs. 100 lakhs. Attach audited financial statements of last 3 years.
- i. 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
- j. The bidder must have successfully executed contracts for supply of the quoted seed varieties for value not less than Rs. 100 lakhs in at least two of the last three financial years i.e. 2018-19, 2019-20 and 2020-21 in not more than 2 contracts/Purchase Orders.
- k. The bidders will submit list of contracts for successfully executed indicating contract details and value to establish the same in this prescribed format only with self-attested copy of supply/purchase order.

Year	Contract reference including date of contract/purchase order	Purchaser name and address	Quantity of seeds supplied in Kgs	Value of contract executed in Rs.	Date of contract completion	Purchaser contact details

9. The deadline for receipt of your sealed quotation is *22/09/2021 at 1415 and* and the quotations shall be publicly opened on **22/09/2021 at 14:30-hours SPD chamber**, Secretariat, Kohima.
10. The rates quoted shall be in Indian Rupee and must be expressed in figures and in words as well. The cost quoted per prescribed packing size should be inclusive of cost of seed, packing, other incidental charges and F.O.R destination as provided in annexure as Seeds requirement (schedule of requirement).

The rates for each Unit pack of seed should be quoted independently/separately in the quotation. The supplier shall note that the rates quoted per unit pack are inclusive of cost of the seed, packing and F.O.R destination to the District Headquarters or other places as requested by the purchaser inclusive of taxes if any and all incidental charges (Unloading Charges etc.).

If artificially low rates are quoted, the State Project Director, FOCUS reserves the right to cross-verify them and ignore them from consideration in order to prevent unethical trade practices. The tendered seed varieties will be selected based on the lowest rates quoted by the firms.

11. The quotation to be **submitted** in English language only. You are requested to quote the certified/quality seeds for each seed variety and for **each district separately as per schedule of requirement attached with this RFQ as annexure. Place of Delivery Point (DP) F.O.R destinations to (Eight) 8 DMU units as mentioned in Seeds requirements.**

Sl. No.	Crops/Variety	Unit pack Package size	Districts	Quoted quantity Kgs	Price quoted in Rs per Kg inclusive of all charges	Total Price

12. Sealed Quotations should be submitted by hand or post on or before the deadline stated above (sl.no.9). Any quotation received after the deadline will be summarily rejected as late bid/quotation.

13. Bidders are advised to quote full quantity for a particular variety in the RFQ. Evaluation would be done for each item for a district separately. For example, bids for potato seeds for each district Mon, Kohima, Phek etc will be evaluated separately. Based on price quoted, lowest bid for same seed can be from different bidders for different districts.

14. If a quotation shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the quotation shall be assumed not to be included in the quotation. The Quotations would be evaluated and compared for each item separately.

15. **Evaluation.** The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest priced bid/quoted and is substantially responsive to the request for quotation, provided further that the Bidder/supplier is determined to be qualified to perform the contract satisfactorily.

The purchaser's evaluation of a quotation will take into account, meeting the minimum technical and qualification requirements, and the price quoted for each item. The award of contract will be finalised by item wise, district-wise.

The Purchaser's evaluation of a quotation may take into account, in addition to meeting the minimum technical and qualification requirements, the following factors;

(a) Delivery schedule. The items are required to be delivered within the time as specified in the Delivery Schedule. Quotations offering delivery beyond this delivery time shall be treated as non-responsive.

(b) Deviation in payment schedule. Bidders shall state their quoted price for the payment schedule in the payment terms below. Bidders requesting payment terms other than those stipulated below shall have their bids treated as non-responsive.

16. **Prices.** Prices shall be quoted in Indian Rupees (INR) only.
17. **Payment.** Payment will be made in full within 21 days from date of submission of an invoice and other documents or claim by the Supplier, after delivery and acceptance of goods. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice, delivery chalan describing, as appropriate, the Goods delivered and upon fulfilment of other obligations stipulated in the Contract.
18. **Delivery.** Prices should be quoted F.O.R destination to the District Headquarters or other places as requested by the State Project Director (SPD). The rates for each Unit pack of seed should be quoted independently. The tenderer shall note that the rates quoted per unit pack are inclusive of cost of the seed, packing and F.O.R destination to the District Headquarters or other places as requested by the State Project Director (SPD) inclusive of taxes if any and all incidental charges (Unloading Charges etc.,) for the period of contract.
19. **Delivery Schedule.** All items should be delivered within 25 days after signature of contract. Bidders must state exact delivery time in the quotation and to be delivered at the District Headquarters or other places as requested by the SPD/DPM.
20. NO UPWARD REVISION OF RATES WILL BE ACCEPTED /CONSIDERED DURING THE PERIOD OF THIS CONTRACT.

During the period of execution of this contract, if there is any reduction in the price, under any statutory provision or by Government order, the same reduction in prices shall be made applicable from the date of implementation of the order. The contractor shall forthwith notify such reduction to the State Project Director, FOCUS, failing which the contract is liable for cancellation and no further correspondence will be entertained in this regard.

Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances and the quotations of those who have given such conditions shall be treated incomplete and for that reason shall be summarily rejected and any failure in supplying the contracted item will be taken as a willful refusal to supply the firm will be liable to be black listed for a period of three years by the purchaser.

No company / Firm which has been blacklisted either by Agriculture Department, Government of Nagaland or by any State Government or Central Government / Organizations shall participate in the Tender during the period of Blacklisting. If any such firm participates and came to know at a later stage, and if any firm is Black listed at a later date either by the Government of Nagaland or any other State / Central Government will not only be debarred / Black listed permanently and their security deposit /EMD whichever is available with the Department will be forfeited and any business / transactions will be stopped with their firms forthwith.

21. Supply Conditions

- a. The seeds are to be supplied in cloth/gunny/HDPE bag/packets properly treated, packed as per approved unit pack and labelled under Seeds Act as per Indian Minimum Seed Certification Standards. Smaller packages (1/2 kgs, 1 kg etc.) may be repacked in cloth/gunny/HDPE bag/packets bigger package of 20-30 kgs for easy handling.
- b. The SPD are entitled to reject the seed if it is not of the stipulated quality, weight, packing or delivered without Invoice in triplicate.
- c. The Indented seed should be delivered by the supplier at the District Head Quarters or Block Headquarters or at any other place as requested by the SPD, within time stipulated in the contract.
- d. If any seed supplied by the tenderer is partially or wholly used or consumed after supply and is subsequently found to be not as per specifications, inferior in quality or description or are otherwise faulty, then the cost of such seed will be recovered from the supplier, if the payment had already been made, in addition to penalty for the entire consignment.

22. Other terms and conditions

The State Project Director, FOCUS Nagaland does not bind herself/himself to accept the lowest tender and reserves the right to reject any one or all tenders or accept any one or more tenders at the same time without assigning any reason thereof.

In case only one tender is received the discretion of the State Project Director, FOCUS Nagaland to accept or reject the tender is final.

Tenders with extra condition of any of the tenderer will be summarily rejected.

Keeping the volume of seed required for field use, the State Project Director, FOCUS Nagaland is at liberty to approve more than one firm for a particular variety.

Any queries should be addressed to State Project Director / Subject matter Specialist in respect of seeds of the Project Management Team at the address given above. Please prepare and submit your quotation or inform the undersigned if you will not be submitting a quotation.

23. Award of contract

The Purchaser will award the contract to the supplier whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated price for a seed variety for a district.

The supplier whose quotation is accepted will be notified of the award of contract/signed a contract agreement by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the supply order. **Warranty.** Items

offered should be covered by at least 12 months' warranty from the date of delivery to the Purchaser. Goods offered shall be new, unused and based on the most recent seeds.

24. **Origin.** Please state country of origin of the goods.

25. **Brand.** Please state brand, variety code of goods quoted.

26. **Validity.** Your quotation should be valid for a period of 60 days from the date of your quotation.

27. **Purchase Order.** The purchase order shall be issued by the Society for Climate Resilient Agriculture in Nagaland, SoCRAN before the end of the validity of the quotation to the eligible bidder who submitted the lowest evaluated quotation. Prior to the issuance of the purchase order and after the completion of the evaluation process, the purchaser/procuring entity reserves the right to increase or decrease the requested quantities under this RFQ. The maximum increase allowed to be done to the quotation prior to purchase order signature is +15% and the maximum decrease is -15%.

We look forward to receiving your quotations and thank you for your interest in this project.

This has the approval of competent authority.

Yours sincerely,

State Project Director
Project Management Unit (PMU)
SoCRAN (APC/FOCUS- IFAD CELL)
Civil Secretariat,
Kohima- 797 001 (Nagaland).

Annexure 1

Schedule of Requirements and Delivery place with quantity in Kgs only - FOCUS Nagaland for Rabi Season 2021-22

Sl No	Crop	Variety	Quoted price per kg	Packing size (in kgs)	LONGLENG DMU UNIT	KIPHIRE DMU UNIT	MON DMU UNIT	WOKHA DMU UNIT	PHEK DMU UNIT	ZUNHEBOTO DMU UNIT	MOKOKCHUNG DMU UNIT	KOHIMA DMU UNIT	Total (Qty (Kg))
					Place of Delivery Points (DP) 8 DMUs & Qty (in Kg)								
1	Potato Foundation seed	Kufri Jyoti/Kufri Kanchan/Kufri Giriraj			2000	2000	2000	2000	2000	2000	2000	2000	16000
2	Chick Pea	KWR-108, Avrodhi, KPG-59, BG-256			1000	0	3500	225	0	0	100	600	5425
3	Lentil	HUL-57/KLS-218 / Moitree			0	0	0	60	0	0	0	100	160
4	Onion	N-53/Agrifound Dark Red/ Bhima Shakti			0	30	50	37.4	0	15	85	65	282
5	Carrot	Early Nantes/Pusa Red/Pusa Kesar			0	30	20	24	200	15	75	90	454
6	Radish	Japanese White/Pusa Chitki/ Pusa Himani			45	30	30	15.4	0	0	61	64	245
7	Garden Pea	Arkel/Jawahar matar 1/Bonneville/AP-3			1400	6000	7000	2389	4000	13400	1611	800	36600
8	Field Pea	Aman/Adarsh/Vikash/VL-42/Prakash			600	5500	2500	90	0	0	1250	1900	11840
9	Cabbage	Rareball/Golden acre/POI/Pusa Ageti			70	70	160	43.75	15	671	30	56	1116
10	Sorso	TS-38/TS-67/Bullet			1500	0	0	300	0	0	332	100	2232
11	Mustard	M-27/NRCHB-101/ Pusa Saag			0	0	50	1539	0	835	34	650	3108

Supply of quality seeds of Rabi crops Ref No: APC-FOCUS/SP/SM/2020 dated 07/09/2021

12	Garlic	Local (Khonoma) /Yamuna Safed (G-1)/Yamuna Safed -3			0	800	150	2440	0	0	200	320	3910
13	Coriander	Kalmi,/ Sugandha/ Early Aroma			45	60	60	22.25	0	0	79	200	466
14	Broccoli	Watham 29, Diccico			55	40	60	7.5	10	0	71	15	259
15	Wheat	HS 542			0	0	0	325	0	850	1200	1300	3675
16	knol khol	Early White/Purple Vienna/White Vienna			0	0	40	11	0	0	244	34	329
17	French beans	Contender/Falguni/Arka Komal/Arka Anoop			450	0	3000	250	0	0	0	230	3930
18	Tomato	Pusa Ruby/Arka Abha/ Pusa Sheetal			30	0	40	27	0	110	28	7	242
19	Spinach	All green/Pusa Jyoti/Pusa Bharati			1000	0	0	6	0	0	29	0	1035
20	Lettuce	Grand Rapid/Lollo Bionda/ Chinese Yellow			30	0	0	8	0	0	31	10	79
21	Beetroot	Ruby Queen/ Tetra/Crimson Globe			50	0	0	3	0	0	61	6	120
22	Turnip	Purple Top/Pusa Swarnima/Pusa Sweti/Pusa kanchan			30	0	0	11	0	0	8	33	82
23	Chilli	Pusa Jalwa/ Surajmukhi/Pant C-1			0	0	40	5	0	0	3	0	48
24	sweet corn	win orange sweet corn, priya, madhuri, almora			40	50	50	50	80	100	50	50	470
25	Composite Maize	Vivek sakul makka 35, pratap kanchan 2			0	0	0	0	5800	14205	0	1770	21775
26	Cauliflower	Pusa Sharad, Pusa Shakti, Pusa Meghna			0	0	0	0	0	0	33	43	76
					8345	14610	18750	9889.3	12105	32201	7615	10443	113958

N.B No hybrid seeds

1. Bid Form and Price Schedules

Date: _____

Procurement no: _____

To,

The State Project Director
FOCUS/ Nagaland APC Office, Ground Floor
Nagaland Civil Secretariat
City: Kohima-797 001
E-mail : spdfocus@gmail.com

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.
1. We offer to supply in conformity with the bidding document and in accordance with the delivery schedules specified in Annex 1 Schedule of Requirements of the RFQ referenced above.
2. The total price of our bid, excluding any discounts offered in paragraph 4 below is: *[insert the total bid price in words and figures, including the various amounts and respective currencies].*
3. The discounts offered and the methodology for their application are:
 - Discounts: If our bid is accepted, the following discounts shall apply. *[Specify in detail each discount offered and the specific item of the schedule of requirements to which it applies.]*
 - Methodology of application of the discounts: The discounts shall be applied using the following: *[Specify in detail the method that shall be used to apply the discount in the case when the procurement is subdivided into lots.]*
4. Our bid shall be valid for 60 days from the date fixed for the bid submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. If our bid is accepted, we commit to obtain a performance security for the due performance of the contract.
6. Our firm, its associates, including any subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Fund and have not been subject to sanctions or debarments under the laws or official regulations of the purchaser's country or not been subject to a debarment recognized under the Agreement for Mutual Enforcement of Debarment

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

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

Name of recipient	Address	Reason	Amount

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

⁴ The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.

10. We declare that neither the bidder nor any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners have any actual, potential or perceived conflict of interest regarding this bid process or the execution of the contract. We understand that we have an ongoing disclosure obligation on such actual, potential or perceived conflicts of interest and shall promptly inform the purchaser and the Fund, should any such actual, potential or perceived conflicts of interest arise at any stage of the procurement process or contract execution.
11. The following criminal convictions, administrative sanctions (including debarments) and/or temporary suspensions have been imposed on the bidder and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

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

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

12. We acknowledge and understand that we shall promptly inform the purchaser about any material change regarding the information provided in this bid form.
13. We further understand that the failure to properly disclose any of information in connection with this bid form may lead to appropriate actions, including our disqualification as bidders, the termination of the contract and any other as appropriate under the IFAD Policy on Preventing Fraud and Corruption in its Projects and Operations.
14. We understand that this bid, together with your written acceptance thereof included in your Notification of Award, shall only constitute a binding contract between the firm and the purchaser subject to the preparation and execution of the appropriate contract/purchase order.
15. 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

Name of bidder _____ . Procurement No. _____ .

Sl. No.	Crops/Variety	Unit pack Package size	Districts	Quoted quantity Kgs	Price quoted in Rs per Kg inclusive of all charges	Total Price
1	Potato	25 kgs	Mon	Xx	Xx	Xxxx
			Kohima	Xxx	Xxx	Xxxxxx
			Phek	Xx	Xx	Xxxx
			Kiphire	xx	xxx	xxx x
			Zunheboto	Xx	Xx	Xxx
			Longleng	x	Xxx	Xxx
			Mkokchung	Xx	Xx	Xxx
			Wokha	Xx	xxx	xxxx
2						
3						
4						

You are requested to quote the certified/quality seeds for each seed variety and for each district separately as per schedule of requirement in RFQ. Place of Delivery Point (DP,) F.O.R destinations to 8 (Eight) DMU units as mentioned in Seeds requirements and schedule of requirement.

Signature of bidder _____

Note: In the case of discrepancy between the unit price and the total, prices shall be adjusted by the purchaser.

Annex 2
Draft Purchase Order

To: /.../.....

M/S
.....
.....

Attn:
Shri

Your quotation reference dated is accepted and you are required to supply the goods as detailed on the attached Schedule of Requirements against the terms contained in this Purchase Order. This order is placed subject to the attached General Conditions of Contract for Local Purchase Orders, except where modified by the terms stated below.

Specific Terms of this Purchase Order:

- 1) **Contract Sum:** The Contract Sum is **Rs.**/- (Rupees) **only**
- 2) **Completion Period:** The goods are to be delivered **within** (.....) from the date of this Purchase Order (.....); that is by
- 3) **Warranty:** The warranty/guarantee period is **Twelve (12)** months.
- 4) **Delivery point:** The goods are to be delivered to (F.O.R destination) District Headquarters. The rates quoted per unit pack are inclusive of cost of the seed, packing and F.O.R destination to District Headquarters inclusive of taxes if any and all incidental charges (Unloading Charges etc.,)
- 5) **Contact Person:** Enquiries and documentation should be addressed to **State Project Director, FOCUS-IFAD, Nagaland, APC/FOCUS Cell Nagaland Civil Secretariat, Kohima-797001, email spdfocus@gmail.com.**
- 6) **Payment to Supplier:**

Payment will be made in full **within 21 (Twenty one) days** on completion of satisfactory performance of the contract. The following documentation must be supplied for payments to be made:

- i). An original and two copies of an Invoice;
- ii). A delivery note evidencing despatch of the goods,

7) An acceptance certificate signed by District Project Manager/DPM or its representative

8) The following documents attached as appendices form part of this Contract:

- General Conditions of Contract for Purchase Orders;
- Supplier's Quotation

Purchase Order Authorised by:

.....
(Y.KIKHETO SEMA) IAS

Agriculture Production Commission &

Mission Director FOCUS-IFAD

.....
(S.TAINIU)

State Project Director

FOCUS-IFAD

Schedule of Requirements (Sample)

Sl. No	Name of crops	Variety	Unit of Measure in Kilogram	District & Unit Price INR	QUANTITY	Total Price INR
1			Kg	Mon		
				Kohima		
				Phek		
				Kiphire		
				Zunheboto		
				Longleng		
				Mkg		
				Wokha		
			Sub-Total			xxxxxxx
2			Kg	Kohima		
				Zunheboto		
						Sub-Total
3			Kg	Kohima		xxx
50			Sub-Total			xx
Grand Total						xxxxxxx/-

(Rupees) only

Conditions of Contract for Purchase Orders

1. Definitions

- a) "Contract" means the agreement between the purchaser and the supplier, as described in the purchase order and other documents referred to in the purchase order.
- b) "Contract price" means the price, inclusive of all amounts for taxes and contributions (as the term is defined in the financing agreement) payable to the supplier under the contract.
- c) "Goods" means the goods, which the supplier is required to supply to the purchaser under the contract.
- d) "Incidental services" means any service ancillary to the supply of the goods, such as Transportation, insurance, unloading, and any other incidental services such as installation, commissioning, provision of technical assistance, and training and other such obligations of the supplier covered under the contract.
- e) "The purchaser" means the procuring entity that issues this purchase order.
- f) "Supplier" means the natural person or legal person who will supply the goods.
- g) "Bidding documents" means the documents issued by the purchaser for the procurement of the goods.

2. Use of contract documents and information

2.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

2.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information specified in CC clause 2.1, except for purposes of performing the contract.

2.3. All documents enumerated in CC clause 2.1, other than the contract itself, shall remain the property of the purchaser and shall be returned (all copies) to the purchaser upon completion of the supplier's performance of its obligations under the contract, if so required by the purchaser.

3. Patent rights

3.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, copyright, industrial design rights or other intellectual property rights

arising from use of the goods or any part thereof in the purchaser's country and from the sale of products produced by the goods in any country.

3.2. Such indemnity shall not cover any use of the goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier, pursuant to the contract.

3.3. Any studies, reports or other material, graphic, software or otherwise, prepared by the supplier for the purchaser under the contract shall belong to and remain the property of the purchaser. The supplier may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the purchase order.

3.4. The supplier shall hold the purchaser harmless from and against all suits, proceedings, claims, demands, losses and liabilities of any kind or nature brought by any party against the purchaser in connection with , based on, arising from, or relating to the contract. This shall include, but not be limited to litigation costs and expenses, attorney's fees, settlement payments and damages.

4. Inspections and tests

4.1. The purchaser or its representative shall have the right to inspect and to test the goods to confirm their conformity to the contract at no extra cost to the purchaser. The purchaser shall notify the supplier about any inspections and tests the purchaser requires and where they are to be conducted. Further, the purchaser shall notify the supplier in writing of the identity of any representatives retained for these purposes.

4.2. At the option of the purchaser, inspections and tests may be conducted on the premises of the supplier or its subcontractor(s), at the point of delivery, or at the project site. 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.

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

4.4. The purchaser's right to inspect, test and, where necessary, reject the goods shall in no way be limited or waived by reason of having previously been inspected, tested, and passed by the purchaser or its representative prior to shipment, installation or other performance in the purchaser's country.

4.5. Nothing in CC Clause 4 shall in any way release the supplier from any warranty or other obligations under this contract.

5. Packing

5.1. The supplier shall provide such packing of goods as is required to prevent 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. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and the absence of heavy handling facilities at all points in transit.

5.2. 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 specified in the contract documents and through any subsequent instructions issued by the purchaser.

6. Incidental services

6.1. A supplier shall provide the incidental services indicated in the contract.

7. Spare parts

7.1. Unless not required under the contract, the supplier shall provide materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier including 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.

7.2. In the event of termination of production of the spare parts:

- a) the supplier shall give advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- b) following such termination, furnishing at no cost to the purchaser, blueprints, drawings, and specifications of the spare parts, if requested.

8. Warranty

8.1. The supplier warrants that the goods are new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that the goods have no defect arising from design, materials, or workmanship or from any act or omission of the supplier, which may develop under normal use of the goods in the conditions prevailing in the purchaser's country.

8.2. The warranties under this clause shall remain valid for twelve (12) months after final acceptance of the goods by the purchaser, unless a longer (but not a shorter) period is specified in the contract.

8.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

8.4. Upon receipt of such notice, the supplier shall, with all reasonable speed, and in any case within 72 hours, repair or replace the defective goods or parts thereof, without costs to the purchaser unless otherwise agreed in writing by the contracting parties.

8.5. If the supplier, having been notified, fails to remedy any defect within the period specified in the contract documents, 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.

9. Payment

9.1. The supplier's requests for payment shall be in writing and accompanied by an invoice and the required documents.

9.2. Payments shall be made promptly by the purchaser, but in no case later than fifteen (15) days after submission of an invoice by the supplier and certification from the purchaser, whichever is later.

9.3. Payments shall be made in the currency of the purchaser order, unless otherwise stated.

10. Prices

10.1. The contract price shall not vary from the prices quoted by the supplier in its bid except for any price adjustments authorized in the contract.

11. Change orders

11.1. The purchaser may, at any time, issue a written order to the supplier regarding changes in any, some or all of the following:

- a) drawings, designs or specifications for the goods;
- b) methods of shipment and packing of the goods;
- c) the place of performance or delivery of the goods; and
- d) the incidental services.

11.2. If a change order will cause an increase or decrease in the cost of, or the time required for the supplier's supply of the goods, the parties shall exert their best effort to agree on an equitable adjustment in the contract price, the delivery schedule, or both. 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 change order.

12. Contract amendments

12.1. No variation or modification of the terms of the contract shall be made except by either (a) a written amendment signed by the parties, or (b) a change order.

13. Assignment

13.1. The Supplier shall not assign, in whole or in part, its obligations to perform under this contract, except with the prior written consent of the purchaser.

14. Sub-contracts

14.1. The supplier shall notify the purchaser in writing about all subcontracts for the supply of the goods. Such notification shall not relieve the supplier from any liability or obligation under the contract.

15. Delays in the supplier's performance

15.1. If the supplier foresees or encounters conditions impeding timely delivery of the goods, the supplier shall promptly notify the purchaser in writing of the fact of the actual or foreseen delay, its likely duration and its causes.

15.2. No extension of the supplier's time for performance shall be effective unless the parties amend the contract.

16. Liquidated damages

16.1. Subject to CC clause 18, if the supplier fails to deliver all goods within the period specified in the contract, the purchaser may, without prejudice to other remedies under the contract (including termination of the contract), deduct, as liquidated damages, 0.5% from the contract price for each week of delay or fraction thereof, until delivery of all goods, up to 10% of the contract price.

17. Termination

17.1. Without prejudice to any other remedy for breach of contract, the purchaser may terminate this contract in whole or in part by written notice to the supplier:

- a) if the supplier fails to deliver all the goods within the period specified in the contract;
- b) if the supplier fails to perform any other obligation(s) under the contract;
- c) if the supplier or any of its personnel or agents, or its sub-contractors, sub-consultants, suppliers, or any of their agents or personnel, is found to have engaged in prohibited practices as defined in the IFAD Revised Policy on Preventing Fraud and Corruption in Its Operations and Activities⁵ in any IFAD-funded or IFAD-managed activity or operation, including in competing for, or performing its obligations under, the contract;
- d) if the supplier is found to have engaged in acts of Sexual Harassment, Sexual Exploitation and Abuse arise out of or in connection with the performance of the contract;
- e) if the supplier becomes bankrupt or otherwise insolvent;

⁵ The policy is accessible at www.ifad.org/anticorruption_policy.

- f) if at any time the purchaser decides to terminate the contract for its own convenience; or
- g) if the supplier fails to provide a performance security within fifteen (15) days in case a performance security is part of this contract.

17.2. For the purpose of this clause: “corrupt practice” and “fraudulent practice” carries meaning defined in the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations.

17.3. In the event that the purchaser terminates the contract in whole or in part under clause 17.1(a), (b), (c) or (d), the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those that the supplier failed to deliver, provide or perform, and the supplier shall be liable to the purchaser for any excess costs for such similar goods. However, the supplier shall continue its performance of its obligations under the contract to the extent that the contract was not terminated.

17.4. If the contract is for goods, in the event that the purchaser terminates the contract in whole or in part under clause 17.1 (e), 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 for materials and parts previously procured by the supplier.

18. Force majeure

18.1. The purchaser may not deduct the liquidated damages from the contract price, or terminate the contract under clause 17.1(a) or (b) if the supplier’s delay in the performance of its obligations under the contract is the result of an event of force majeure.

18.2. For purposes of this clause, “event of force majeure” means an exceptional event or circumstance which satisfies all of the following conditions: (a) such event or circumstance is beyond the control of the supplier, (b) the supplier could not reasonably have provided against such event or circumstance before entering into the contract, (c) such event or circumstance having arisen, the supplier could not reasonably have avoided or overcome such event or circumstance, and (d) the such event or circumstance is not in any way attributable to the supplier. Such events may include, but are not restricted to, acts of the purchaser’s country in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

18.3. If an event of force majeure occurs, 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 event of force majeure.

19. Settlement of disputes

19.1. 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.

20. Limitation of liability

20.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement as described in CC clause 3,

a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the purchaser; and

b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

21. Language

21.1. Unless the purchaser agrees otherwise, all documents referred to in the contract and all communications from supplier to the purchaser shall be in the English language.

22. Applicable law

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

23. Notices

23.1. Any notice given by one party to the other pursuant to the contract shall be in writing and delivered to the other party in person or by courier, electronic mail or facsimile, to the other party's address specified in the contract.

23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

24. Taxes and duties

24.1. The supplier should carefully read the provisions and revenue regulations of the applicable law.

24.2. The supplier shall be entirely responsible for all taxes, customs duties, license fees, and other such levies imposed both inside and outside of the purchaser's country by reason of or in relation to the contract.

24.3. Unless exempt under applicable laws and regulations, the supplier is subject to taxes and contributions for payments under this contract, as may be required under applicable laws

and regulations. In no event shall the purchaser be responsible for the payment or reimbursement of any taxes and contributions. In the event that any taxes and contributions are imposed on the supplier, the contract price shall not be adjusted to account for such taxes and contributions.

25. Performance security

25.1. The supplier shall, within fifteen (15) days of the notification of contract award, provide a performance security for the due performance of this contract in the amount or percentage specified in the purchase order.

25.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations in accordance with the terms of this contract.

25.3. The performance security shall be denominated in the currency of this contract, and shall be in the form of either a bank guarantee, bond or an irrevocable standby letter of credit issued by a reputable bank or surety located in purchaser's country and in form and substance satisfactory to the purchaser, substantially in the appropriate form included as an annex to this purchase order.

25.4. The performance security shall be discharged by the purchaser and returned to the supplier not later than twenty-eight (28) days following the date of completion of the supplier's performance obligations under this contract, including any warranty obligations.

26. Prohibition of Fraud and Corruption

27.1 The Supplier shall abide by and perform the contract in compliance with the Revised IFAD Policy on Preventing Fraud and Corruption in its Activities and Operations (hereinafter, "IFAD's Anticorruption Policy")⁶. Failure to comply with this policy may lead to termination of contract as set out above at para. 17.1(c).

27.2 In accordance with IFAD's Anticorruption Policy, the Fund has the right to sanction firms and individuals, including by declaring them ineligible, permanently or for a stated period of time, to participate in any IFAD-funded or IFAD-managed activity or operation (debarment). The Fund also has the right to recognize debarments by other International Financial Institutions in accordance with its Anticorruption Policy.

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

27.4 The supplier is required to complete and sign the attached self-certification form. In particular, the supplier is obliged to disclose relevant prior sanctions and criminal convictions

⁶ The policy is accessible at: www.ifad.org/anticorruption_policy.

and any commissions or fees paid or are to be paid to any agents or other party in connection with this procurement process or the execution of the contract.

27.4 The supplier is required to fully cooperate with any investigation conducted by the Fund, including by making personnel available for interviews and by providing full access to any and all accounts, premises, documents and records (including electronic records) relating to this contract or the relevant procurement process and to have such accounts, premises, records and documents audited and/or inspected by auditors or investigators appointed by the Fund.

27.5 The supplier shall keep all records and documents, including electronic records, relating to this contract, its execution and/or the corresponding bidding process available for a minimum of three (3) years after completion of the execution of the contract.

27. Prohibition of Sexual Harassment, Sexual Exploitation and Abuse

28.1 The supplier expressly agrees to abide by and to perform the contract in compliance with IFAD's Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse⁷, which is an integral part of these conditions of contract for purchase orders. The supplier shall take all appropriate measures to prevent and prohibit sexual harassment and sexual exploitation and abuse on the part of its personnel and subcontractors or anyone else directly or indirectly employed by the supplier or any of its subcontractors in the performance of the contract. The supplier shall immediately report to the purchaser or IFAD any incidents of sexual harassment and sexual exploitation and abuse arising out of or in connection with the performance of the contract or prior to its execution, including convictions, disciplinary measures, sanctions or investigations. The purchaser may take appropriate measures, including the termination of the contract, on the basis of proven acts of sexual harassment, sexual exploitation and abuse arising out of or in connection with the performance of the contract.

⁷ The policy is accessible at <https://www.ifad.org/en/document-detail/asset/40738506>.

Self-Certification Form

This self-certification form is to be completed by the supplier. The supplier shall submit the completed form together with the signed contract agreement **Society for Climate Resilient for Agriculture in Nagaland (SoCRAN)** . Instructions for completing this form are provided below.

Full legal name of supplier:	M/S
Full legal name of supplier's legal representative and position:	Mr.
Full name and number of contract:	Supply of quality seeds of Rabi crops Ref No: <i>APC-FOCUS/SP/SM/2020</i> <i>dated</i>
Project with which contract was signed:	Society for Climate Resilient for Agriculture in Nagaland (SoCRAN), Nagaland.
Country:	India
Date:	

I hereby certify that I am the authorized representative of *M/s* 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 procuring entity, 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** (accessible at www.ifad.org/anticorruption_policy) and its **Policy on Preventing and Responding to Sexual Harassment, Sexual Exploitation and Abuse** (accessible at <https://www.ifad.org/en/document-detail/asset/40738506>).

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 declares that the following criminal convictions, administrative sanctions (including debarments under the Agreement for Mutual Enforcement of Debarment Decisions or the "Cross-Debarment Agreement")⁸ and/or temporary suspensions have been imposed on the supplier and/or any of its directors, partners, proprietors, key personnel, agents, sub-consultants, sub-contractors, consortium and joint venture partners:

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

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

The supplier certifies that its director(s), proprietor(s), and personnel, and the personnel of its agents, sub-consultants, sub-contractors, consortium and joint venture partners are **NOT** subject to a criminal conviction, administrative sanctions or investigations for incidents of sexual harassment and sexual exploitation and abuse.

The supplier certifies that itself, its proprietor(s), agents, sub-consultants, sub-contractors, consortium and joint venture partners have **NO** actual, potential or reasonably perceived conflicts of interest and specifically that they:

Do not have any actual or potential, and do not reasonably appear to have, at least one controlling partner in common with one or more other parties in the bidding process or the execution of the contract ;

Do not have any actual or potential, and do not reasonably appear to have the same legal representative as another bidder for purposes of this bid or execution of the contract;

Do not have any actual or potential, and do not reasonably appear to have a relationship, directly or through common third parties, that puts them in a position to have access to undue or undisclosed information about or influence over the bid process and the execution of the contract, or influence the decisions of the procuring entity regarding the selection process for this procurement or during the execution of the contract;

- Do not participate and do not potentially or reasonably appear to participate in more than one bid in this process; and
- Do not have any actual or potential, and do not reasonably appear to have, a business or family relationship with, a member of the procuring entity's board of directors or its personnel, the Fund or its personnel, or any other individual that was, has been or might reasonably be directly or indirectly involved in any part of (i) the preparation of the bidding document, (ii) the selection process for this procurement, or (iii) execution of the contract, unless the actual, potential or reasonably conflict stemming from this relationship has been explicitly authorized by the Fund in writing.

[To be completed only if the previous boxes were not checked]

The supplier declares the following actual, potential or reasonably perceived conflicts of interest, that may affect, or might reasonably be perceived by others to affect, impartiality in any matter relevant to the procurement process, including the selection process and the execution of the contract, with the understanding and acceptance that any action upon this disclosure shall be entirely under the Fund's discretion:

[provide detailed description of any actual, potential or reasonably perceived conflicts of interest including their nature and the personnel, proprietor(s), agents, sub-consultants, sub-contractors, consortium or joint venture partners affected.]

- 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]

- The supplier acknowledges and accepts to notify the procuring entity in the event of any material change in connection with this self-certification form throughout the duration of the contract.

⁸ The Cross-Debarment Agreement was entered into by the World Bank Group, the Inter-American Development Bank, the African Development Bank, the Asian Development Bank and the European Bank for Reconstruction and Development, additional information may be located at: <http://crossdebarment.org/>.

Instructions for completing the self-certification form

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 (a) 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 for contracts of the World Bank on the grounds of “cross-debarment”, the supplier should provide a detailed account of these sanctions and their duration as applicable or notify the procuring entity and in case the supplier believes the finding is a “false positive”.

The procuring entity 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 retained by the supplier as part of the overall record of the contract with the procuring entity for the duration of the contract and for a minimum period of three years following the completion of the contract.